

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	22-04-2026 15:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	22-04-2026 15:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Autonomous Body
<b>विभाग का नाम/Department Name</b>	Supreme Court Of India
<b>संगठन का नाम/Organisation Name</b>	Supreme Court Of India
<b>कार्यालय का नाम/Office Name</b>	Tilak Marg New Delhi 110001
<b>कुल मात्रा/Total Quantity</b>	900
<b>वस्तु श्रेणी /Item Category</b>	Black Silk Neck Tie
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Black Silk Neck Tie
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Tie for VIP Security Personnel (CRPF), Cable Tie (V2), Surgical Sutures
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Tie for VIP Security Personnel (CRPF)</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	3 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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	12600

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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 :**

Registrar  
Supreme Court of India, Tilak Marg, New Delhi 110001,  
(The Registrar Admn.)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. 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.

2. 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.

### Black Silk Neck Tie ( 900 Unit )

(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)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	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	900	45

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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.](#)

### 3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[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, 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---

**SUPREME COURT OF INDIA**  
**ADMN. MATERIAL (M)**

AM-P/12(35)/1/2025-SC(AM-M)  
Dated 01.04.2026

Last date for Submission of Tender: 22<sup>nd</sup> April, 2026 up to 03:00 PM

**GeM BID NOTICE**

**NOTICE INVITING TENDER FOR PROCUREMENT OF APPAREL ACCESSORY i.e.,**  
**BLACK SILK NECK TIE FOR THE OFFICERS OF THE REGISTRY**

1. Supreme Court of India, an apex Judicial Body under the Constitution of India intends to invite online bids/tenders through GeM Portal from reputed firms/ manufacturers/ authorized dealers/ distributors on single stage two bid system basis, for procurement of the following item.:-

<b>S. No.</b>	<b>Details</b>	<b>Specifications</b>	<b>Required Quantity</b>
1.	Black Silk Neck Tie	<b>100% silk</b> (double ply) 114s picks with teflon coating (for stain resistance), plain black colour with Supreme Court emblem weaved in Golden Jari (size 58 inch length and 8 cm width).	900 nos.

**2. DOCUMENTS DOWNLOAD :**

2.1 Tender document may be downloaded from GeM Portal as per the schedule given in Critical Date Sheet as under:

**CRITICAL DATE SHEET**

Published Date	01.04.2026 (03:00 PM)
Bid Document Download Start Date	01.04.2026 (03:30 PM)
Assessing/Viewing the approved sample by the bidder(s)	From 01.04.2026 (03:30 PM) To 22.04.2026 (03:00 PM)
Bid Submission Start Date	01.04.2026 (03:30 PM)
Bid Submission End Date	22.04.2026 (3:00 PM)
Bid Opening Date	22.04.2026 (3:30 PM)

**Note :** In case the date of 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).

### **3. SUBMISSION OF BID:**

3.1 The bidders/tenderers are required to submit **Earnest Money Deposit (EMD) of Rs.12,600/- (Rupees Twelve Thousand and Six Hundred 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 **Additional 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, **within 05 working days from Bid Submission End Date.**

3.2 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 relevant guidelines. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. **Traders are excluded from purview of this policy.**

3.3 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.

#### **3.4 Part – I: Technical Bid:**

<b>S.No.</b>	<b><u>Documents To Be Uploaded</u></b> (All documents must be sequentially numbered and uploaded in the below mentioned chronological order)
i.	Tender document signed and stamped. (This complete document including Terms & Conditions and Other Instructions etc.)
ii.	Signed/ Stamped Scanned copy of <b>EMD/ Exemption Certificate</b> , as the case may be.

iii.	Signed and stamped copy of duly filled <b>Technical Bid Proforma</b> as per format <b>at Annexure 'A'</b>
iv.	Signed and stamped copy of <b>Undertaking/ Declaration</b> as per format <b>at Annexure 'B'</b> on the letter head of the bidding firm.
v.	Signed and Scanned copy of <b>Annexure 'C'</b> – Price Fall Clause Certificate
vi.	Signed/ Stamped copy of PAN Number
vii.	Signed/ Stamped copy of GST Registration
viii.	Signed/ Stamped copy of duly filled Check List of Documents to be uploaded
<b>Every page must be signed and stamped by the authorized official of the bidder/tenderer firm, failing which, it is liable to be rejected.</b>	

### 3.5 Part – II: Price Bid:-

(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.**

## **4. GENERAL TERMS AND CONDITIONS**

4.1 The bidders/tenderer must read all the instructions, terms & conditions and specifications carefully and ensure compliance therewith. Failing to furnish all the information as required by the tender/bid document in any respect will be at the bidder's/tenderer's risk and may result in rejection of the bid/tender.

4.2 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.**

- 4.3 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- 4.4 Not more than one tender shall be submitted by one contractor or contractors 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.
- 4.5 Tenderer **shall not tamper/modify the tender form in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be summarily rejected and tenderer is liable to be banned from participating in tender process of the Supreme Court of India.
- 4.6 **Before submitting the Bid on the GeM Portal, the prospective tenderers may visit the Registry of Supreme Court of India physically, for assessing the approved sample of the black silk neck tie as per the critical date sheet.**
- 4.7 Certified translated copy of supporting documents should be uploaded in English, in case of documents available in Regional/ vernacular language.
- 4.8 The tenderers are required to quote their best competitive rates for the said item on GeM portal only as per the GeM guidelines.
- 4.9 Over-writing/over-typing or erasing of the figures, not countersigned by the Authorised Signatory, which render it doubtful or ambiguous, shall render the tender invalid.
- 4.10 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

- 4.11 The Registry will deal with the tenderer directly and no middle-men/ agents/ commission agents etc. should be asked by the tenderers to represent their cause and they shall not be entertained by the Registry. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/ organization or otherwise.
- 4.12 The rates quoted online should be inclusive of all Govt. levies etc. and no additional charges transport/ carry charges or any other charge will be paid by the Supreme Court Registry.
- 4.13 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.
- 4.14 Hypothetical/conditional tenders shall not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, the tenderer may be debarred to participate in the tender process of the Supreme Court.
- 4.15 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 (NIT) and accept or reject any or all the tenders, wholly or completely, without assigning any reason thereof at any stage of tendering process.
- 4.16 Each tenderer has to certify that all the terms and conditions are acceptable to him (Annexure-A).
- 4.17 The tenderer shall give a 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.

4.18 The Registry is not bound to accept the rates submitted by the lowest tenderer or any other tenderer nor does it undertake to assign any reasons for its decision in this matter.

## **5. SUCCESSFUL BIDDER**

5.1 The **successful L1 bidder is required to submit sample(s) of Black Silk Neck Tie** in line with the approved sample of the Registry, **within 15 days of the declaration of the L1 bidder and on receipt of the communication from the Registry.**

5.2 The sample submitted by the L1 bidder will be inspected by an Inspection Committee comprising of Senior Officers of the Registry and in case the sample is not as per the approved sample, the bidder will have to replace with the quality in line with the approved sample of the Registry.

5.3 Successful bidder should ensure that the Neck Tie meets the following parameters:-

- Fabric should be colour fast and not fade. Fabric should be bobbling free.
- Fabric should be shrink free.
- Fabric should not be uneven in texture and loose its texture/colour after wash/dry cleaning.

5.4 The supply of material as per approved sample shall be made not later than 45 days which will also be inspected by the Inspection Committee and in case the final supply is not found in conformity with the approved sample of the bidder, the same will be liable to be rejected and entire supply will have to be replaced with the quality commensurate with the approved sample at the cost of the tenderer. The decision of the Committee in this regard shall be final.

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

5.6 The supply of required apparel accessory to be made in one single lot and the payment will be made only on completion of supply.

- 5.7 The successful tenderer/bidder will have to abide by the terms and conditions as may be fixed from time to time by the Registry.

## **6. PAYMENT TERMS**

- 6.1 The payment will be made only after the satisfactory delivery of the material and its acceptance as per approved specifications. No part payment or Advance Payment will be made to the successful bidder.
- 6.2 Penalty, if any, shall be deducted from any of the outstanding payment due to the tenderer.
- 6.3 Statutory deductions shall be made as per applicable taxes.

## **7. PERFORMANCE SECURITY DEPOSIT**

- 7.1 The **successful tenderer** will also have to deposit Performance Security equivalent to 3% of the contract value prior to execution of the contract/agreement by way of Bank Guarantee in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form, valid for a period of 06 months. 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 supply in time. The same shall be returned to the successful bidder **after two months of final bill payment**.

## **8. PRICE FALL CLAUSE CERTIFICATE**

- 8.1 Tenderers are required to furnish the PFC (Price Fall Clause) Certificate as per the format given in Annexure 'C'.

## **9. PENALTIES/ LIQUIDATED DAMAGES**

- 9.1 Since time is essence of the tender, delivery of the material shall be required to be made within 45 days on receipt of the Purchase Order, failing which the Security Deposit may be forfeited along with any other action, as may be deemed appropriate, by the Registry. Non-

availability of material shall not be accepted as a ground for delay in supply and shall equally be penalized.

9.2 Irrespective of the fact as to whether or not the Registry gets work done from outside, the Registry may impose penalty of 1% per month subject to maximum penalty 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.

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

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

#### **10. TRANSFER/SUB-LETTING**

10.1 The firm/bidder has no right to give, bargain, sell, transfer, 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.

#### **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 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.

#### **12. CONFIDENTIALITY OF CONTRACT**

12.1 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.

### **13. JURISDICTION**

- 13.1 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.

### **14. ARBITRATION**

- 14.1 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.
- 14.2 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.

### **15. FORCE MAJEURE**

- 15.1 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.
- 16 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/-**

(Vinod Lakhina)  
Additional Registrar (AM)

***Encls.: Annexures 'A', 'B', and 'C'***

**NOTICE INVITING TENDER FOR SUPPLY OF APPAREL ACCESSORY  
– BLACK SILK NECK TIE**

<b><u>PROFORMA TO BE FILLED BY THE BIDDER/ TENDERER FIRM</u></b>		
1.	Name of the Bidding Company/ Firm	
2.	Name of Owner(s)/ Partner(s)/ Director(s)/ Proprietor(s) (as applicable)	
3.	Full Particulars of Office	
	(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.	<b>Registration Details: (Signed and Stamped Copy to be uploaded with this form)</b>	
	(a) PAN No.	
	(b) GST Registration No.	
7.	Details of Earnest Money Deposit (Issuing Bank & Dated)	DD No. & Date: Issuing Bank Name: Branch Name: Amount: Valid upto:
8.	Bank details for refund of EMD:	Bank Name: Branch Name: Account No.

		IFSC :
9.	Rates quoted are inclusive of F.O.R at Supreme Court of India Registry	Yes / No
10.	Whether all the terms & conditions of NIT are acceptable :	Yes / No

**Dated:**

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  
\_\_\_\_\_) is/are not under liquidation, court receivership or similar proceedings and is/are not bankrupt.

Date :

Place :

Signature of the authorized/  
signatory of the firm/company

**organization/official stamp/seal**

**Price Fall Clause Certificate**

( To be submitted in 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 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 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 the Registry, if the contract has already been concluded.

Date:

Signature of the authorized/  
signatory of the firm/company

**organization/official stamp/seal**

## BID CHECKLIST

S. No.	Item Description	Yes/No	Remarks
1.	Tender Document signed and stamped		
2.	Signed/ Stamped Scanned copy of <b>EMD/ Exemption Certificate</b>		
3.	Signed and stamped copy of duly filled <u>Technical Bid Proforma as per format at Annexure 'A'</u>		
4.	Signed and stamped copy of <u>Undertaking/ Declaration as per format at Annexure 'B' on the letter head.</u>		
5.	Signed and stamped copy of <u>Price Fall Clause Certificate as per format at Annexure 'C' on the letter head of the bidding firm.</u>		
6.	Signed/ Stamped copy of PAN Number		
7.	Signed/ Stamped copy of GST Registration		