

OFFICE OF THE DISTRICT & SESSIONS JUDGE,
TIS HAZARI COURTS : DELHI

SHORT TERM TENDER NOTICE

Tenders in Two Bid System (i.e. Technical & Financial separately) (in sealed covers) are invited from the firms of repute with past experience in the field and sound financial capability for the execution of work/purchase of the following description. The details of tender documents along with other relevant details can be obtained from Purchase Cell room No 214, 2nd floor, Tis Hazari Courts, Delhi on cash payment of Rs. 100/- for each form **on written request on the original letter head of the company** on any working days **from 28.07.2008 to 05.08.2008 between 11 A.M. to 3 P.M.** Tenderer may also visit the website of Delhi Govt. i.e. **www.delhigovt.nic.in** & website of District Courts i.e. **www.delhicourts.nic.in** for downloading the Tender Document and any other detailed information.

(1) Purchase of 2743 nos. Visitor Chairs for District Courts, Delhi.

Estimated cost of purchase : Rs. 1,16,57,750/- (approx.)

EMD : Total 2% of the quoted rates

The Tender form complete in all respect should be submitted in tender box which is kept in the room No 18, Ground Floor, Tis Hazari Courts, Delhi on or before **06.08.2008** up to 3.30 P.M. which will be opened on the same day in the presence of tenderers. The tender received after the said date and time shall not be entertained and considered in any case.

(R. KIRAN NATH)
Chairperson, Purchase Committee
Additional District & Sessions Judge, Delhi

**Tender form for Purchase of 2743 nos. Visitor Chairs for
District Courts, Delhi**

**OFFICE OF THE DISTRICT & SESSIONS JUDGE:
TIS HAZARI COURTS : DELHI**

TENDER FORM

Cost of tender form Rs. 100/-

Sr. No.

Signature

- 1.Name of the Firm :
- 2.Full postal Address :
- 3.Telephone No./Mobile
No./Fax No. :
- 4.Name of the responsible
officer of the firm. :
- 5.Sale /Service Tax/VAT Regn. No. :
- 6.PAN No. :
- 7.Amount of Demand Draft/
Pay order with No.
and name of issuing bank. :
8. Has the tenderer ever been
blacklisted by any Govt.
Deptt. If yes, give details. :
9. Are any cases pending in the
court related to any supply. :

Signature of tenderer
with date and seal of the firm

**PURCHASE OF 2743 NOS. VISITOR CHAIRS FOR THE USE OF
DISTRICT COURTS, DELHI**

TO BE ATTACHED WITH FINANCIAL BID

Name of the Item	Quantity	UNIT PRICE (Rs.)
1. VISITOR CHAIRS <i>Cushion Chair should be made of minimum 25 mm sled base steel frame. It should be upholstered with superior quality leather foam cushion fabric. The seat and back must be made up of 1.2 cm thick hot pressed plywood, upholstered with fabric. The back foam should be designed with contoured lumber support. The cushions of seat and back must be of ISI mark only. Frame should be sled frame and angled as such to resist tipping.</i> <i>Back Width – 20 inches.</i> <i>Back height – 21 inches</i> <i>Seat width – 20 inches</i> <i>Seat depth – 20 inches</i> <i>Seat height – 18 inches.</i> <i>The provision of extra capsule pipe on the lower back portion of the chair to give support to back seat of chair would be preferred. However, there should be provision for flexibility of the chair while sitting and for this purpose on the extra capsule pipe on the back pipe spring of sufficient strength should be provided.</i> <i>The arm rest must be of wood -- on top. Wooden arm rest should be tightly screwed with the steel frame at least with three screws each.</i>	2743 Nos.	 <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

**Signature of tenderer
with date and seal of
the firm**

Special Terms & Conditions

Note : Each sample should be marked and numbered with permanent marker on the packing as well as on the body of the sample. The label of the firm must be properly affixed on the body of the sample for identification of the sample failing which the sample may not be considered.

1. The tenders are invited in **two bid system** i.e. Technical bid and Financial bid. The technical bid should contain details specifications of the items along-with necessary documents as mentioned below. The financial bid should contain only competitive price of goods and other relevant description etc.
2. The quotations / tender complete in all respect be put only in tender box placed in **room No 18, Ground Floor, Tis Hazari Courts, Delhi** on or before **06.08.2008 at 3.00 P.M.**, which will be opened on the same day in the presence of tenderers.
3. The financial bid of only those tenderers shall be considered who are eligible and qualified in their technical bid.
4. The financial bid of only those tenderers will be opened whose samples will be selected for purchase.
5. **The tenderers are required to submit two sealed envelopes in a single envelope. One envelope should contain technical bid and another financial bid. On the top of the envelope financial and technical bid must be mentioned clearly, without so, the tenders/quotations are liable to be rejected.**
6. **The tenderer are required to furnish the specifications & raw material used for preparation of the furniture articles, in a separate letter along with Technical Bid and the same will be opened along with the Technical bids.**
7. Quotations through Direct, courier, post and any other means, shall not be accepted / entertained in any case.
8. The tenders received after due date and time shall not be considered by the Purchase Committee in any case.
9. The tenderers should submit the necessary samples at the time of submitting their tender bids. The quotations/tenders without requisite samples will not be entertained and liable to be rejected. The list of samples provided should be given separately. The approval/selection of the items would be on the basis of their samples.
10. Any person who is in government service or an employee of this department should not be made a partner to the tenderer by the tenderer directly or indirectly in any manner whatsoever.
11. Quoted rates of the furniture articles shall remain valid for a minimum period of one year starting from the date of submitting the tender bids.
12. The successful tenderers are bound to supply the articles strictly as per approved sample as well as in terms of supply order.
13. The firm will supply only ISI marked product which have been notified by the Bureau of Indian Standard (BIS), wherever applicable.
14. The firms must have sales tax / VAT / TIN no. and Income tax / PAN Nos. and those who have not the same, need not apply. Also the firm must submit proof

of depositing sales tax/VAT to indenting department. The firm must submit the latest VAT Clearance Certificate and latest VAT return alongwith the tender.

15. No payment will be made in advance to the tenderers. The payment will be made as deemed fit by this department at the time of placing supply order and only after receiving the goods in complete and good condition.
16. The quoted rates should be mentioned in figures as well as in words and **without any overwriting or erasing which will render the tender of the particular item invalid. If overwriting or erasing has to be made the tenderer must verify the same by making his initial.** Also tax position should be mentioned clearly, (if ST/VAT not mentioned, rates of concerned item will be treated as inclusive of ST, VAT, Excise Duty etc.)
17. The rates as well as supply should be F.O.R. Tis Hazari, Karkardooma, Patiala House and Rohini Courts, Delhi or at the residence of Judicial officers in Delhi/NCR or as directed by this office. No cartage/ transport charges will be paid extra.
18. The tenderers are required to attach photocopy of current Sales Tax Clearance Certificate along with their quotations.
19. **The Tenderers will furnish warranty/Guarantee against manufacturing defects at least for minimum period of one year.**
20. The Purchase Committee in its discretion may reject or accept any or all the quotations/tenderer at any time without assigning any reasons.
21. The firm should not be blacklisted by any Govt. Department/Semi Govt. If any proof of blacklisting is found against the tenderer/firm at any time during the period of contract/purchase, the whole claim or part thereof as decided by the Purchase Committee may be forfeited without assigning any reason.
22. When any working day is declared a holiday then the tenders will be opened on the next working day.
23. In case of job work or material used is found below the standard and not according to the specifications/sample, the Purchase Committee reserves the right to forfeit the whole claim or part thereof. The decision of Purchase Committee will be final in this regard.
24. The Purchase Committee reserves the right to terminate any contract at any time before the expiry of the period covered under the contract without assigning any reason thereof and without incurring any liability.
25. In case of dispute the decision of Purchase Committee shall be final and binding upon the tenderer/firm/contractor/supplier.
26. **Each tender form should be accompanied by demand draft/pay order/FDR/Bank Guarantee for amount of 2% of total quoted rate and value of purchase as EMD in favour of "District & Sessions Judge, Tis Hazari Courts, Delhi".**
27. The amount of security will be refunded as soon as possible to the unsuccessful tenderers on written request. The Govt. Stores who have been declared exempted from depositing EMD shall be required to submit documentary evidence as proof to prove that they are exempted from depositing earnest money by the Govt. of India/Govt. of NCT of Delhi. In the absence of earnest money/documentary evidence the quotation shall not be considered.
28. The respective EMD/bid security submitted by the successful firm would be

returned to them with the condition to submit the performance security as deemed fit by the Purchase Committee of this department in form of FDR/Bank Guarantee/ Demand Draft. The said performance security would be valid for a period of all contractual obligations.

29. The unapproved samples could be taken back by the unsuccessful tenderer(s) within 7 days of accomplishment of final allotment / grant of tender. Unsuccessful tender(s) are advised to collect their unapproved samples within the said stipulated period of 7 days. This department would not entertain/accept any claim of loss of sample(s) & would not in any manner, be responsible for any such loss, if any.
30. The Purchase Committee will not be responsible for any loss or damage to any sample supplied with tender due to viz major natural calamities i.e. Fire, flood, stampede, earthquake, tornado etc.
31. The term risk and the cost would mean to include additional costs incurred towards the articles, goods etc. and also the cartage/transport charges thereon to be borne by the contractor/supplier and the payment deducted from amount due for unaccomplished contract/supplies.
32. The extra expenditure incurred by the Purchase Committee shall be deducted from the security deposit and the balance will be recoverable from the contractor/supplier as arrears of land revenue. The Purchase Committee further reserves right to impose cost & liquidate damages as it thinks fit for any delay/defective work or material etc.
33. In case of disputes Delhi Courts alone would have the jurisdiction.
34. The tenders which do not comply with any terms & conditions are likely to be rejected.
35. It will be at the discretion of the purchase Committee to make inquiries either itself or through any other officer/officials of this office to judge the suitability & capability of any firm/tenderer and its decisions to enter into a contract with any tenderer would be final.
36. The purchase committee reserves the right to waive or alter any of the General Terms & conditions if it finds sufficient reasons to accept a tender having regard to the price, quality, standing of the tenderer in the market and other relevant conditions.
37. No attempt shall be made to meet any member/Chairman of the Committee to influence their decision after opening of the tenders.
38. Each paper of the tender should be numbered, stamped and signed by the tenderers with the date and seal of the firm.
39. The tender form is not transferable to any other firm.
40. **Random checking of the sample/supply of the articles will be done at the cost of supplier as per rules and the sample so used/damaged in the random checking should be replaced by the supplier.**
41. The tender form must be accepted unconditionally and any other counter terms & conditions by a firm would not be accepted/entertained in any case and the same may be rejected by the Purchase Committee without assigning and reason. The acceptance should be given in the following format:

Acceptance of The aforementioned Terms & Conditions

1. The Terms & Conditions mentioned above and attached with the proforma are acceptable to me/us. I/We bound myself/ourself to abide by the same.
2. I/we hereby certify that I/we have gone through the terms & conditions mentioned above and undertake to comply with the same. The rates quoted by me/us are valid and binding on me/us for the acceptance for the period w.e.f. _____ to _____.

“Non – Compliance of the same would render the tender to be rejected out rightly”.

Signature of owner/partner
with address & telephone no.
with seal of the firm & Date

witnesses:-