

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
GENERAL SECTION
CGO Complex, Lodhi Road, New Delhi-110003

File No. 10/55/2018-NCLAT

Dated the 17.09.2018

Last date for submission of Tender is
22nd October, 2018 up to 05:00 p.m.

NOTICE INVITING TENDER FOR SETTLLING RATES AND SUPPLY
FOR VARIOUS STATIONERY AND SANITARY ITEMS ETC. FOR
ONE YEAR

Sealed tenders are invited, on the Proforma attached herewith for supply of various Stationery, Sanitary items etc. for the use of NCLAT Registry. The quantity mentioned in the proforma for each item is approximate and may vary at the time of placing the order.

Any inquiry regarding aforesaid Stationery items can be made by contacting Administrative Officer, General Section, NCLAT, CGO Complex, Lodhi Road, New Delhi (Telephone No. 24306818) or can personally visit Registry of NCLAT at Room No. 321, 3rd floor Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi for seeing the sample or for any clarification before quoting the rates on any working day between 10:30 A.M. to 4:00 PM except Saturday/Sunday/Holiday.

A. TENDER

1. Three separate sealed envelopes should be used for submitting (a) Earnest Money, (b) List of Sample submitted of (unbranded) items and (c) Tender Document superscribing **(a) Earnest Money for Stationery and Sanitary Items, (b) List of Samples of (unbranded) items and (c) Tender Document of Stationery and Sanitary Items** on the cover of the respective envelopes.
2. The tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the undersigned. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he could show the same along with his own identity proof to the Reception Officer at MHA Reception for issuance of Entry Pass.
3. The tenderers are expected to examine all the instructions, Proforma's terms & conditions and specification in the tender documents. Failing to furnish all information required by the tender document in any respect will be at the tenderer's risk and may result in the rejection of the tender.
4. The tender must be received not later than the date & time specified for submitting the same. In case the date of submitting the tender will be declared as holiday by the Govt. of India then next working day of the Registry will be treated as due date of tender.

B. TERMS AND CONDITIONS

- (1) All the tenderer's are hereby informed that the rates quoted against the items mentioned in the tender notice should be valid for one year.
- (2) Registry of NCLAT will pickup the items as per requirement during one year from the date of approval of rates.
- (3) Tender is for settling rates of items likely to be required during one year of approval of tender.
- (4) The supplier will be bound to pass on benefits to the purchaser in case of reduction of MRP, CESS, TAXES including GST.
- (5) The registry would be at liberty to pick up quantities even less than the required estimates mentioned in tender notice.
- (6) The rates shall be quoted strictly as per the specifications mentioned in the tender notice.
- (7) The rates should include packing and forwarding charges. The goods should be insured against theft loss or breakage during transit and insurance charges.
- (8) The rates of taxes and duties, as applicable, should be clearly indicated wherever chargeable.
- (9) The tenderer's should be registered with relevant authorities (Registration with GST, PAN No. etc.) (Attested copy of registration to be enclosed).

- (10) The tenderer's should have similar experience of at least three years in Government Department/PSU, etc. (Attested copies of certificate/work orders to be enclosed).
- (11) Specific mention should be made as to how much time will be required to supply the goods after placing of the order.
- (12) Tenderer will have option to submit tender for items in list A and/or List B and/or List C. But deciding L-1 with regard to respective lists only those tenders will be considered who have quoted for all items (in concerned List A or List B or List C) and registry reserves the right to allot tender to different tenderers for List A, List B and List C.
- (13) No advance payment or part payments would be made. The payment will be made only after receiving the goods satisfactory. The NEFT details shall be provided for the purpose along with the bill.
- (14) The acceptance of the tender will rest with the Competent Authority, NCLAT, does not bind itself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reason.
- (15) Tenders must be clearly written or typed. Any cutting or over writing should be duly attested.
- (16) **Termination for Default.** The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice of

default sent to the successful tenderer, terminate the Contract in whole or part:

(i) If the successful tenderer fails to supply all or any of the items within the period specified in demand, or within any extension thereof granted by the Competent Authority; or

(ii) If the successful tenderer fails to perform any other obligation(s) under the Contract;

(iii) If the successful tenderer, in the judgment of the Competent Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(17) **Corrupt and fraudulent practices:** The Tenderer's under this contract shall observe the highest standard of ethics during the procurement and execution of this contract. They shall not indulge in any 'Corrupt practice' of offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the contract. They shall not adopt any 'Fraudulent practice' like misrepresentation of any fact(s) in order to influence the tender process or the execution of the contract to the detriment of the Department, which includes any collusive practice among the tenderer's (prior to or after tender submission) so as to deprive the Department of the benefits of free and open competition.

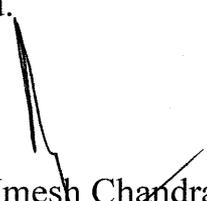
(18) The Competent Authority would reject a proposal for award of work if it is found that the tenderer recommended for award of the contract has

engaged in corrupt or fraudulent practices in competing for the contract in question.

(19) Dispute, if any, will be subject to jurisdiction of NCT of Delhi.

C. INVITATION OF TENDER

Interested parties may send their lowest tender in sealed envelope superscribed "**Tender for settling rates and supply for various stationary and sanitary items, etc. for one year**" containing 3 separate sealed envelopes as mentioned at para-1 of "A. TENDER" addressed by name to the undersigned or may be handed over personally to Registry's Room No. 321, 3rd floor Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi Office on or before 22nd October, 2018 at 5.00 P.M. which will be opened at 23rd October, 2018 at 3.30 P.M. by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and/or without Earnest Money and/ or without Samples will not be entertained. In the first instance, envelopes containing Earnest Money will be opened, thereafter, the envelopes containing Samples will be opened and if samples of the tenderers are found to be as per requirement, then only the envelopes containing Tenders Document will be opened.


(Umesh Chandra)
Deputy Registrar

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
GENERAL SECTION

CGO Complex, Lodhi Road, New Delhi-110003

File No. 10/55/2018-NCLAT

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PROFORMA TO BE FILLED BY THE TENDERER WITH
REFERENCE TO THE NOTICE INVITING TENDER FOR
SUPPLY OF VARIOUS STATIONER ITEMS

1. Name of the Tenderer :
with Address
2. Name of the Contact Person :
With Telephone/Mobile No./Fax No./e-mail ID
3. Traders Identification No. :
(Attach documentary proof)
4. PAN Number :
(Copy to be attached)
5. GST Registration Number :
(Copy to be attached)
6. Details regarding brand, GST percentage and rates

List A- Stationary Items.

Sl.No.	Description of the Item	Quantity required / estimated to be purchased items/packets/pad	Rate each	% of GST
1.	Add Gel Achiever Pen	200		
2.	Add Gel Pen Achiever Refill	200		

3.	All Pin (Bell Pin)	50		
4.	Binder Clips (Oddy, 15 mm)	50		
5.	Binder Clips (Oddy, 19 mm)	50		
6.	Binder Clips (Oddy, 25 mm)	50		
7.	Binder Clips (Oddy, 41 mm)	50		
8.	Binder Clips (Oddy, 51 mm)	50		
9.	Carbon Paper (Kores)	05		
10.	Dairy Register, 3 quire	50		
11.	Despatch Register, 3 quire	50		
12.	Contingent Register (GAR-27)	05		
13.	Cash Book	02		
14.	Challan Form (GAR-7)	10		
15.	Contingent Bill Form (GAR-29)	20		
16.	DakPad (Koras)	25		
17.	Signature Pad (Kores)	10		
18.	Correction Pen (Kores)	100		
19.	Colour Flag (Oddy)	300		
20.	Drawing Pin (Oddy)	40		
21.	Citizen Calculator CT-770II, 12 Digit	25		
22.	Cutter Knife (Natraj)	50		
23.	File Folder with Button (Cello)	250		
24.	Envelope White 11 x 5	2500		
25.	Envelope White 9 x 4	2500		
26.	Envelope Brown with cloth 10 x 12 (File Size)	1500		
27.	Envelope Yellow with cloth A4 Size	1000		

28.	Eraser (Non-Dust)	100		
30.	Uniball Pan (UB157 Eye 0.7mm)	50		
31.	File Board (Superior quality)	5000		
32.	File Flaps (Superior quality)	2000		
33.	White Envelope with Window 11 x 5	1000		
34.	Highlighter (Kores)	100		
35.	Gem Clips (Oddy)	300		
36.	Glue Stick (Kores, 22 grms)	250		
37.	Green Order Sheet (95 GSM)	500		
38.	Gum Bottle (Kores)	20		
39.	Log Book (100 pages)	25		
40.	Note Sheet Pad (95 GSM)	250		
41.	Luxor Marker Pen (OHP/DVD Marker)	150		
42.	Montex Butterflow Ball Pen	500		
43.	Photocopier Ream A4 (JK Plus, 80 GSM)	1500		
44.	Pay Bill Register	02		
45.	Pay Bill Form (GAR-13A)	10		
46.	Luxor Pilot Pen V-5	500		
47.	Punch Single (Kangaroo)	50		
48.	Pencil (Natraj)	300		
49.	Pencil Short Hand (Apsara)	500		
50.	Pin Cushion (Kebica)	25		
51.	Pen/Pencil Stand (Kebica)	50		
52.	Photocopy Ream Legal	10		

	(JK Plus, 80 GSM)			
53.	Pasting Slip Yellow 3'X'3 (Oddy)	150		
54.	Pasting Slip Yellow 4'X'3 (Oddy)	100		
55.	Peon Book	25		
56.	Punch Double (Kangaroo)	25		
57.	Register 1 QR (Neelgagan)	100		
58.	Register 2 QR (Neelgagan)	100		
59.	Register 3 QR (Neelgagan)	100		
60.	Register 4 QR (Neelgagan)	100		
61.	Slip Pad 44 No. (Neelgagan)	300		
62.	Spiral Pad (Neelgagan)	250		
63.	Short Hand Note Pad (Neelgagan)	500		
64.	Stock Register GFR 23 6 QR (Neelgagan)	4		
65.	Stock Register GFR 22 6 QR (Neelgagan)	10		
66.	T.A. Bill (GAR 14A)	05		
67.	Stapler Kangaroo (HD-10D)	100		
68.	Stapler Kangaroo (HD-45)	30		
69.	Stapler Pin (10-1M)	500		
70.	Stapler Pin (26/6)	50		
71.	Stapler Pin (24/6)	50		
72.	Tag White (Superior quality)	500		
73.	Tag Green (Superior quality)	100		
74.	Faber Castel Stamp Pad (Big)	20		

75.	Transparent Tape ½ inch (Oddy)	50		
76.	Transparent Tape 1 inch (Oddy)	50		
77.	Transparent Tape 2 inch (Oddy)	50		
78.	Sharpener (Natraj)	100		
79.	Scissor Small (Kebica)	50		
80.	Scissor Big (Kebica)	50		
81.	Steel Scale 12 inch (King)	50		
82.	Transparent Folder White (Cello)	1500		
83.	Valuable Register CAM-16	10		
84.	Permanent Marker (Luxor)	50		
85.	Paper Weight (Kebica)	50		
86.	Tumbler Stand (Kebica)	50		
87.	Spiral Pad No.4 (Neelgagan)	50		
88.	Slip Pad No.4 (Neelgagan)	50		
89.	Slip Pad No.22 (Neelgagan)	100		
90.	Appointment Stand A4 (Kebica)	20		
91.	Telephone Diary (Alphabetical)	10		
92.	Rubber Band (Big size)	20		
93.	Poker	20		
94.	Staple Pin Remover (Kangaroo)	30		
95.	File Box (Kebica or Cello)	50		
96.	File Tray (Kebica or Cello)	50		
97.	Double Tape 1" (Oddy)	50		
98.	Damper (Superior quality)	100		
99.	Wooden Slanting Pad	10		
100.	Acrylic Slanting Pad	10		

101.	Page Numbering Machine	10		
102.	Cash Receipt (GAR-6)	25		

List B – Sanitary Items

Sl.No.	Description of the Item	Quantity required / estimated to be purchased items/packets/pad	Rate each	% of GST
1.	Dustbin Big (80 Liters)	10		
2.	Hand Towel (Bombay Dying)	50		
3.	Big Towel (Bombay Dying)	50		
4.	Colin Spray (500 ML)	50		
5.	Odonil Cake (75 grms)	80		
6.	Yellow Duster (3'X3')	250		
7.	Vim Powder 1 Kg	20		
8.	Dettol Liquid Hand Wash (200 ML)	150		
9.	Dust Control	10		
10.	Dust Bin Small (Steel)	100		
11.	Dust Bin Big (Steel)	20		
12.	Dust Pen	20		
13.	Cobweb Brush	10		
14.	Floor Duster (3'X3')	150		
15.	Harpic (500 grms)	50		
16.	Hit Black (400 ML)	50		
17.	Hit Red (400 ML)	50		

18.	Phenyl (5 Liter)	20		
19.	Lizol (500 ML)	50		
20.	Broom Hard	20		
21.	Broom Soft	20		
22.	Naphthalene Balls (500 grms)	50		
23.	Room Freshener (Yardley)	100		
24.	Toilet Paper Roll (Wintex)	500		
25.	Toilet Brush	20		
26.	Sanitary Cube	20		
27.	Surf Excel (1 kg.)	10		
28.	Vim Bar (200 grms)	50		
30.	Wiper Steel(18 inch)	10		
31.	Bamboo Stick (4 feet)	20		
32.	Face Tissue (Wintex)	250		
33.	Wet Tissue (Hilton Packed)	50		
34.	Urinal Pad (Orchids)	40		
35.	All-out	20		
36.	All-out Refill	20		

List C – Crockery/Misc. Items

Sl.No.	Description of the Item	Quantity required / estimated to be purchased items/packages/pad	Rate each	% of GST
1.	Borosil Glass (295 ML)	300 ✓		
2.	Cup Saucer Set (Bone China)	20 ✓		

3.	Dinner Set (27 pcs.)	10		
4.	Water Jug 1 liter (Cello)	50		
5.	Lunch Spoon	150		
6.	Tea Spoon	150		
7.	Flask 1 Liter (Milton)	20		
8.	Electric Kettle 1 Liter (Bajaj)	25		
9.	Plastic Service Tray (Big)	10		
10.	Plastic Service Tray (Small)	10		
11.	Tea Set (Bone China)	10		

7. Weather EMD enclosed : DD No. _____ Dt.

8. Discount on bulk purchase, if any :

9. Delivery Schedule

(a) Time to be taken for supply :

(b) F.O.R. NCLAT Registry :

10. Undertaking of Non-blacklisting to be attached

D. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

20. The tenders shall be submitted along with a crossed Demand Draft of a value of ₹20,000/- (Rupees Twenty thousand only) as Earnest Money Deposit (EMD), drawn in favour of the **“Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi”**. The tenders received without EMD or tenders incomplete in any manner would be summarily rejected.

21. The EMD of the unsuccessful tenderer's would be returned after the finalization of the tender process. However, in the case of the successful tenderer, the EMD would be returned only after the tender deposits necessary Performance Security with this Tribunal.

22. The successful tenderer is required to deposit an amount equivalent to 10% of the purchase value during one year as Performance Security by way of FDR of any Nationalized Bank, drawn in favour of the **“Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi”**, within seven days from the date of acceptance of the tender.

23. The Competent Authority, NCLAT reserves the right to accept / reject any or all tenders either in part or in full without assigning any reasons thereof. The rate shall be quoted on single quantity per item basis, with details of applicable taxes, if any. The quantity of the items to be purchased will be determined by the Competent Authority at the time of actual purchase depending upon the requirement at that time. The successful tenderer shall have to supply the items within seven days from the date of supply order.

24. The tenders will be opened in the presence of the representatives of the tenderer's, if any. **Requests for postponement will not be entertained.** The Competent Authority reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons thereof.

25. The three envelopes of tender shall be sent in one sealed cover superscribed **“Tender for the settling rates and supply for various stationery and sanitary items etc. for one year”** by post/speed post/registered post or submitted at the Filing Section of NCLAT at 3rd Floor, B-3 Wing, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi. The tenders shall be addressed to the **“Deputy Registrar, National Company Law Appellate**

Tribunal, 3rd Floor, Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi – 110 003.”

D. PENALTIES

26. if delivery is not made in time and the Registry is required to make purchase from outside at higher rates, the loss sustained will be deducted from the E.M.D/Performance Security of the Tenderer.

27. Irrespective of the fact as to whether the Registry makes purchases from outside or not, the Registry may impose penalty upto 1% per week of total cost of delayed articles, if the delay is due to willful laches or negligence on the part of tenderer, and if it causes financial loss or inconvenience to the Registry.

The detailed terms and conditions are enclosed herewith.


(Umesh Chandra)
Deputy Registrar