

HIGH COURT OF ORISSA, CUTTACK

STORE AND PURCHASE SECTION

File. No. -III-A-05/2023(S&P)

Tender Notice no. - 1117/2023

Cuttack, Dtd. 10.08.2023

**Last date for submission of Tender: 17.08.2023 upto 03:00 p.m.
For any query please contact at Store and Purchase section, OHC, Cuttack**

NOTICE INVITING TENDER FOR RATE CONTRACT FOR PURCHASE OF 42 NOS. SANITARY NAPKIN VENDING MACHINES WITH INCINERATORS FOR A PERIOD OF TWO (02) YEARS ALONG WITH CAMC FOR THREE (03) YEARS AND RATE CONTRACT FOR PROVIDING OF NAPKINS

Sealed tenders are invited for Rate contract for Purchase of 42 nos. Sanitary Napkin Vending Machines with Incinerators for a period of two (02) years along with CAMC for three (03) years and Rate contract for Providing of Napkins from reputed firms / manufacturers / retailers / authorised dealers, as per the Proformas attached herewith at Annexures "A", "B" and "C", to the High Court of Orissa for:

- a) Rate Contract for Purchase of 42 Nos. Sanitary Napkin Vending Machines with Incinerators for a period of 2 years;
- b) CAMC for 3 years after expiry of Warranty/ Guarantee period; and
- c) Rate Contract for Providing of Napkins (XL Size : 280mm) of any manufacturer till the expiry of CAMC period

As per the following specifications:

<u>Specifications of the Machine (minimum requirement)</u>	<u>Specifications of the Incinerator (minimum requirement)</u>
a) Wall mounted automatic Vending Machine	a) Capacity of at least 50 pads a day
b) Capacity of at least 30 pads	b) Temperature Display (optional)
c) Battery backup of at least 5 days	c) Ceramic Insulation
d) Coin mechanism programmable for various denominations	d) Exhaust Blower
	e) Smoke Control
	f) Auto thermal cut off for power savings

Note : Interested parties are required to mention the following :

- i. **Exact size, weight, Watt, Power & Warranty/Guarantee of the offered Models of both Machines & Incinerators along with extended CAMC for 3 years after expiry of Warranty/ Guarantee period**
- ii. **Physical demonstration of the offered Models of both Machines & Incinerators is MANDATORY**
- iii. **Rates with regard to awarding of rate contract for Napkins (XL size : 280mm) of any manufacturer till the expiry of CAMC period**

Note: Machines and Incinerators may increase or decrease in numbers

Interested parties, if so desire, may contact Superintendent, Store and Purchase Section, at Mobile No. 7008408860 or personally visit at High Court of Orissa for any clarification before quoting the rates on any workingday between 10.30 A.M. to 4.00. P.M. (except second and penultimate Saturdays, Sundays and Holidays).

TENDER

1. The tender may be sent in two separate sealed envelopes superscribing **(a) Tender Cost and Earnest Money for Rate Contract for Purchase of 42 Nos. Sanitary Napkin Vending Machines with Incinerators for a period of 2 years along with CAMC for 3 years and Rate Contract for Providing of Napkins till the expiry of CAMC period (b) Brochures of Machines and Incinerators matching with the specifications and (c) Tender Document for Rate Contract for Purchase of 42 Nos. Sanitary Napkin Vending Machines with Incinerators for a period of 2 years along with CAMC for 3 years and Rate Contract for Providing of Napkins till the expiry of CAMC period** by post sufficiently early so as to reach the High Court of Orissa within date and time or may be delivered at Store and Purchase Section.
2. If all the envelopes are kept inside a single envelope, it should be specifically written/ mentioned outside the envelopes its particulars. Every page must be signed and stamped by the authorised official of the quoting firm, failing which it is liable to be rejected.
3. In the first instance envelopes containing Tender Cost and Earnest Money shall be opened. Thereafter, the tenderers who have submitted the EMD amount as per the requisite amount, will be notified to provide physical demonstration of the Machines and Incinerators on the specified date and time to a Committee of senior officers of the High Court of Orissa for evaluating the requirement of the High Court of Orissa so as to match with the above mentioned specifications of the items.
4. Financial Bids (tender document) of only those tenderers shall be opened who are successful in physical demonstration of the machines and incinerators and intimation regarding date and time of opening of financial bids will be made to the bidders who have successfully demonstrated the machines
5. The tender may be sent by post sufficiently early so as to reach High Court of Orissa within time, or may be delivered to the undersigned.
6. The tenderers are expected to thoroughly go through all the instructions, terms & conditions and specifications as mentioned in the tender documents. Failing to furnish all information required as per the tender document in any respect will be at the tenderer's risk and may result in rejection of the tender.
7. 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 then the next working day of the High Court of Orissa will be treated as due date for submission of the Tender.
8. Brochures sharing specifications matching with the above mentioned specifications, wherever necessary, shall also be attached for the evaluation of the machines as well as incinerators.

TERMS AND CONDITIONS OF TENDER

9. The tenderers are required to quote their lowest rates as per Annexure-'A' enclosed herewith for Rate Contract for Sanitary Napkin Vending Machines and Incinerators for 2 years,CAMC for 3 years after the expiry of Warranty/ Guarantee period and Rate Contractfor providing of Napkins till the expiry of CAMC period mentioning the rate, deliveryperiod, Warranty/ Guarantee, discount, if any, percentage of GST. Tenders once submittedwill not be allowed to be withdrawn till finalization of the matter.
10. The rates should be valid for a minimum period of 90 days from the date of opening oftenders with regard to cost of the Machines and the Incinerators; for a period of three years from the date of awarding of the CAMC and awarding the Rate Contract for Providing of Napkins. 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.
11. The High Court of Orissa is not bound to accept the rates submitted by the lowest tenderer andreserves the right to reject or accept any or all of the tenders, partly or completely, atany time without assigning any reasons thereof.
12. The tenderers are required to send their tenders along with **D.D. of Rs. 1,000/-(Rupees One Thousand only)**as non-refundable tender cost and another **D.D. of Rs. 40,000/- (Rupees Forty Thousand only)** as refundable Earnest Money both **drawn in favour of “The Registrar (Judicial), High Court of Orissa” payable at Cuttack**by writing the name of the firm, Telephone No. and name of the firm on the reverse side of theDemand Drafts. If a firm is exempted from depositing the above EMD amount, aCertificate to this effect has to be submitted along with their tender document.
13. Earnest Money deposit of unsuccessful tenderers would be returned after the award of tender finally to the successful tenderer.
14. It is mandatory for the tenderers to submit a valid Authorization Certificate fromOriginal Equipment Manufacturer (OEM).
15. The machines and incinerators during the warranty/ guarantee period as well as duringCAMC contract period includes thorough check-up and cleaning which further includesoverall servicing etc. of the Machines and Incinerators and keeping them in anexcellent working condition and also to attend to the complaints of breakdown. Thebreakdown calls are to be effectively attended within 24-48 hours on receipt of thecomplaint.
16. Hypothetical or conditional tenders will not be entertained. Tender once submitted shallnot be allowed to be withdrawn or altered. If the tender is withdrawn or altered by theconcerned party at any time after it is submitted, the tenderer may be debarred toparticipate in the tender process of the High Court of Orissa.

17. The High Court of Orissa will deal with the tenderer directly and no middlemen/ agents/commission agents etc. should be asked by the tenderer to represent their cause and they will not be entertained by the High Court of Orissa. 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.
18. The tenderer shall quote rates both in figures and in words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.
19. Each Tenderer has to certify that all the terms and conditions are acceptable to him/ her.
20. Over-writing, over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
21. All the pages of tender quotation including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
22. The High Court of Orissa 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.
23. The tenderer shall give an undertaking (as per Annexure - "B") that the Firm/Partners/ Director/ Proprietor has not been blacklisted and its business dealings with Central/ State Government/ Public Sector Units/ Autonomous bodies have not been banned/ terminated on account of poor performance.
24. The Performance Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply is found unsatisfactory.
25. The tenderer should have a well established workshop/ infrastructure and may submit the documentary proof of any past experience in the requisite field, if any, including any experience of Providing/ Installing the machines in any Government Department or so.
26. During the subsistence of CAMC period of the machines after expiry of Warranty/Guarantee period and Contract for Providing of Napkins, in case of breach of any conditions or deficiency in service, the High Court of Orissa has a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the High Court of Orissa on that account will be recovered from the successful tenderer to whom the contract has already been awarded.

TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

27. The tenderer should specifically state whether rates are inclusive of GST (as applicable and if it is not, it will be deemed that rates are inclusive of GST.
28. The successful tenderer shall have to give **Performance Security Deposit @ 3% of the total amount of the Purchase Order, by way of Demand Draft / Bank Guarantee drawn in favour of “The Registrar (Judicial), High Court of Orissa, within one week from the receipt of purchase order.** The Bank Guarantee/Demand Draft will be released after 60 days from the date of final bill payment or after expiry of Warranty/ Guarantee or successful completion of CAMC period / Rate Contract period whichever is later.
29. The successful tenderer shall undertake/ ensure that the character and antecedents of each individual employee deployed by them, for attending the complaints periodically, have been got verified by the concerned Police Authorities and record be maintained to this effect and further shall be verified from time to time.
30. The tender should accompany an undertaking of Authenticity as per performa annexed as Annexure - “C”.
31. The Machines along with Incinerators supplied including the consumables or any spare parts supplied in original packing will be inspected by an Inspection Committee comprising of Senior Officers of the High Court of Orissa and in case the final supply is not found in conformity with the approved specifications/ samples, the same will be liable to be rejected and entire supply will have to be replaced with the quality exactly commensurate with the approved specifications/samples at the cost of the tenderer. The decision of the Committee in this regard shall be final.
32. The payment of the bills with regard to Providing of Machines and Incinerators will be made on successful installation of the same but however payment with regard to CAMC bills and with regard to Rate Contract for providing of Napkins bills, will be made on quarterly/ half yearly basis after the satisfactory report of the concerned officers/ users and the successful tenderer shall perform preventive maintenance of the machines once in three months.
33. The successful tenderer would take up of any reported fault/ complaint immediately even at odd hours and during holidays and shall rectify the fault immediately as far as possible. The repairs would be carried out on-site itself. No TA will be given for the same and if for some reason thereof, it is not possible to carry out the necessary repairs at the actual installed place, prior intimation in writing shall be taken before taking the item to the workshop of the tenderer.

34. The successful tenderer shall maintain the equipment as per manufacturer's guidelines and shall use only standard/ compatible/ equivalent components for replacement. The original specification/ characteristics/ features of the item shall not be changed without prior intimation to the High Court of Orissa.
35. The High Court of Orissa shall have no liability, financial or otherwise, for any harm/ damage/ injury incurred by the personnel deployed by the successful tenderer nor his workers shall have any claim on the High Court of Orissa for compensation or financial assistance on this account.
36. The Rate Contract for providing of Napkins will be valid till the expiry of CAMC and CAMC will be valid for three years after the expiry of Warranty/ Guarantee period. The CAMC contract may be extended in future also after its successful completion, on the same terms and conditions agreeable both to the High Court of Orissa as well as to the successful tenderer.
37. The time is the essence of the tender. The supply of the item as per the required specifications shall be required to be made within 30 days in the High Court of Orissa (F.O.R. Destination) on receipt of Purchase Order; otherwise the Security Deposit may be forfeited along with any other action as may be deemed appropriate by the High Court of Orissa. Non-availability of raw material shall not be accepted as a ground for delay in supply and shall equally be penalised.
38. The payment will be made only after full supply of requisite number of Machines along with Incinerators is received and accepted as per approved samples/specifications. No part payment or advance payment will be made.
39. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the High Court of Orissa.
40. Rates quoted shall include costs of installation of the machines & incinerators, commuting, all spare parts including plastic parts and only exclusive of parts as specifically mentioned by the tenderer which are not covered under CAMC, delivery and no separate travelling charges shall be admissible.

PENALTIES

41. The High Court of Orissa reserves the right to terminate the contract at any time during the subsistence of the contract, in case of breach of any conditions, or deficiency in service, and to entrust the work to another dealer/ vendor and to recover the loss, of any sustained by the High Court of Orissa from the tenderer.
42. The consumable items are required to be supplied within 3-5 days on receipt of either a telephonic confirmation of the same and/or Purchase Order and in case the supply and installation is not done within the stipulated time and the High Court of Orissa is forced to make purchase from outside to meet the urgent demand, the tenderer will have to make payment of the loss caused to the High Court of Orissa because of the price difference. The High Court of Orissa reserves the right to recover loss upto the amount of Performance Security in case the quality is low or in case of deficiency of service.
43. Irrespective of the fact as to whether or not the High Court of Orissa makes purchase from outside, the High Court of Orissa may impose penalty upto 1% per week subject to maximum penalty of 10% of the total cost for delayed delivery, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the High Court of Orissa.
44. The Earnest Money / Performance Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply of the items is found unsatisfactory.
45. Even after awarding the said contract, the High Court of Orissa reserves the right to terminate the same at any point of time during the contract period, if the services of the successful tenderer are not found satisfactory.

INVITATION OF TENDER

Interested parties may send their lowest sealed tender in two separate sealed envelopes containing (a) **Tender Cost and Earnest Money for Rate contract for Purchase of 42 nos. Sanitary Napkin Vending Machines with Incinerators for a period of two (02) years along with CAMC for 3 years and Rate Contract for Providing of Napkins till the expiry of CAMC** and (b) **Brochures of Machines and Incinerators matching with the specifications** and (c) **Tender Document for Rate contract for Purchase of 42 nos. Sanitary Napkin Vending Machines with Incinerators for a period of two (02) years along with CAMC for 3 years and Rate Contract for Providing of Napkins till the expiry of CAMC period addressed by name to the undersigned, or may be handed over personally to Store and Purchase Section on or before 17.08.2023 at 3.00 P.M. which will be opened on 18.08.2023 at 3.00 P.M. by a Committee of Officers constituted for the purpose before the tenderers or their authorised representatives who may wish to remain present. The tenders received after due date and time and/or without physical demonstration, shall not be entertained.**

In the first instance envelopes containing Tender Cost and Earnest Money shall be opened. Thereafter, the tenderers who have submitted both Tender Cost and EMD amount as per the requisite amount, will be notified to provide physical demonstration of the Machines and Incinerators on the specified date and time to a Committee of senior officers of the Registry for evaluating the requirement of the High Court of Orissa so as to match with the above mentioned specifications of the items and thereafter Financial Bids (tender document) of only those tenderers shall be opened who are successful in physical demonstration of the machines and incinerators and intimation to the said effect will be made to the qualified bidders later. Financial Bids will be opened by a Committee of officers constituted for the purpose in the presence of the tenderers or their authorised representatives who may wish to remain present.


Assistant Registrar (Admin.)
High Court of Orissa

Encls.: Annexures "A", "B" and "C"

Memo No. – 1118(2) Dated. 10.08.2023

Copy forwarded to

- 1. Superintendent, Computer Section for uploading the tender notice in High Court of Orissa official website.**
- 2. Notice Board for information of all.**


Assistant Registrar (Admin.)

High Court of Orissa

ANNEXURE 'A'

HIGH COURT OF ORISSA, CUTTACK
STORE AND PURCHASE SECTION

File. No. III-A-05/2023, S&P

Tender Notice no. -1117/2023

Cuttack, Dtd. 10.08.2023

Last date for Submission of Tender is
17.08.2023 upto 03:00 PM

**PROFORMA TO BE FILLED BY THE TENDERER WITH REFERENCE TO NOTICE INVITING
TENDER FOR RATE CONTRACT FOR PURCHASE OF 42 NOS. SANITARY NAPKIN VENDING
MACHINES WITH INCINERATORS FOR A PERIOD OF TWO (02) YEARS ALONG WITH
CAMC FOR THREE (03) YEARS AND RATE CONTRACT FOR PROVIDING OF NAPKINS**

1. Name of the Tenderer with Address :
2. Name of the Contact Person :
with Telephone/Mobile No./e-mail ID
3. GST Registration Number :
(Copy to be attached)
4. PAN Number :
(Copy to be attached)

5. Minimum Specifications required

Machines (minimum requirement)

Compliance (YES/NO)

- | | |
|---|-------|
| a) Whether Wall mounted automatic Vending Machine: | _____ |
| b) Whether Capacity of at least 30 pads: | _____ |
| c) Whether Battery backup of at least 5 days: | _____ |
| d) Whether Coin mechanism programmable for various denominations: | _____ |

Incinerator (minimum requirement)

- | | |
|--|-------|
| a) Whether Capacity of at least 50 pads a day: | _____ |
| b) Whether Temperature Display (optional): | _____ |
| c) Whether Ceramic Insulation: | _____ |
| d) Whether Exhaust Blower: | _____ |
| e) Whether Smoke Control: | _____ |
| f) Whether Auto thermal cut off for power savings: | _____ |

6. Additional Information of the Machines and Incinerators offered by the tenderer:

<u>Specifications of the Machine of the offered Model</u>	<u>Specifications of the Incinerator of the offered Model</u>
a) Size: b) Weight: c) Watt: d) Power:	a) Size: b) Weight: c) Watt: d) Power:
Note : Please mention any extra features/ specifications, if any	

7. (a) Model/Make and Quoted Rates of Sanitary Napkin Vending Machine :

<u>Model No. of the Machine, if any</u>	<u>Rate (per unit price) (Rs.) (exclusive of Taxes)</u>	<u>GST in %</u>	<u>Warranty/ Guarantee</u>	<u>Remarks (if any)</u>

(b) Model/Make and Quoted Rates of Incinerator:

<u>Model No. of the Incinerator, if any</u>	<u>Rate (per unit price) (Rs.) (exclusive of Taxes)</u>	<u>GST in %</u>	<u>Warranty/ Guarantee</u>	<u>Remarks (if any)</u>

(c) Quoted Rates for CAMC for 3 years (after expiry of Warranty/ Guarantee period):

<u>CAMC for the</u>	<u>Rate (Rs.) (exclusive of Taxes)</u>	<u>GST in %</u>	<u>Remarks (if any)</u>
First Year			
Second Year			
Third Year			
Any part(s) not covered under CAMC, if any :	(a) (b) (c)		

(d) Quoted Rates for Rate Contract for Providing of Napkin (XL Size : 280mm) of any manufacturer (till the expiry of CAMC period):

<u>Rate (per unit price) (Rs.) (exclusive of Taxes)</u>	<u>GST in %</u>	<u>Remarks (if any)</u>

8. Whether all the specifications are acceptable : Yes/No : _____

9. Whether Brochures/Literature of Machines & Incinerators:
Enclosed with the Bid: Yes/ No _____
10. Whether Authorization from OEM enclosed with Bid : Yes/ No : _____
11. Whether On-site Warranty provided : Yes/ No : _____
12. List of Organization (s) where similar model of Machines &
Incinerators are installed _____
13. Whether all the terms & conditions of
NIT are acceptable: Yes /No _____
14. Whether tender document (all pages) duly
signed, stamped and legible : Yes/ No _____
15. Whether Tender Cost enclosed; Yes/No, If Yes : DD No. _____ Dt. _____
IfNo – Whether Exemption Certificate enclosed: Yes/ No _____
16. Whether EMD enclosed; Yes/No, If Yes : DD No. _____ Dt. _____
IfNo – Whether Exemption Certificate enclosed: Yes/ No _____
17. Delivery Schedule
(a) Time to be taken for supply
(b) F.O.R. different locations of the High Court of Orissa
18. Any other additional information, please specify _____

Dated:

**Signature with stamp
of the Tenderer**

**Note :Physical demonstration of the proposed models of Machines and Incinerators
isMANDATORY within 15 days from the date of opening of the NIT.**

ANNEXURE 'B'

UNDERTAKING

I/We undertake that..... (Name of the Firm / Proprietor/
Company/ Director)has not been blacklisted/ banned by any Central/ State Government/ Public Sector
Units/Autonomous Bodies.

Date:

Place:

**Signatureof the authorised signatory of the
Firm/Company/Organisationwith Official Stamp/Seal**

Sub :Undertaking of Authenticity for Supply and Installation of 42 (Forty-Two) Nos. Sanitary Napkin Vending Machines and Incinerators

Ref : 1. Your Purchase Order No. _____ Dated _____.

2. Our invoice no. /Quotation no. _____ Dated _____.

With reference to the _____ being supplied/quoted to you vide our invoice no. /quotation no. /order no. cited above, _____. We hereby undertake that all the components/parts/assembly used in the product shall be original new components/parts/assembly only and manufactured at the same period from manufacturing company and that no refurbished/duplicate/second hand components/parts/assembly/ software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the already billed, we agree to take back the without demur, if already supplied and return the money if any paid to us by you in this regard, and/or performance security, if any produced, forfeited.

We.....also take full responsibility of both components/parts & Mother body as per the content even if there is any defect by our authorised Service Centre/Reseller/SI etc.

Authorised Signatory:

Name:

Designation: