

SUPREME COURT OF INDIA
ADMN. MATERIALS (P&S)

F. No. 24/SVM/2022/SCI(AM)
New Delhi, dated the 24.12.2022

Last date for submission of Tender: 18.01.2023 upto 03:00 p.m.
at Counter No. 17 (R&I)
For any query please contact at Counter No. 26

NOTICE INVITING TENDER FOR RATE CONTRACT FOR PURCHASE OF 14 NOS.
SANITARY 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 14 nos. Sanitary 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 Delhi-NCR based reputed firms / manufacturers / retailers / authorised dealers, as per the Proformas attached herewith at Annexures “A”, “B” and “C”, in the Registry of the Supreme Court of India for :

- (a) Rate Contract for Purchase of 14 Nos. Sanitary 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 (b) Capacity of at least 60 pads (c) Battery back up of at least 5 days (d) Coin mechanism programmable for various denominations	(a) Capacity of at least 200 pads a day (b) Temperature Display (optional) (c) Ceramic Insulation (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

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Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Purchase & Stores) at Telephone Nos. 011-23115941 or personally visit at Registry's Reception Counter No. 26 for any clarification before quoting the rates on any working day between 10.30 A.M. to 4.00. P.M. (except Saturdays, Sundays and Holidays).

TENDER

1. The tender may be sent in two separate sealed envelopes superscribing **(a) Earnest Money for Rate Contract for Purchase of 14 Nos. Sanitary 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 14 Nos. Sanitary 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 Registry within date and time or may be delivered at the Counter No.17 (R&I) personally.
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 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 Registry for evaluating the requirement of the Registry so as to match with the above mentioned specifications of the items.

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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 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/she could show the same along with his own identity proof to the Reception Officer at Reception Counter No. 17 (R&I) for issuance of Photo Entry Pass.
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 Registry 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 Vending Machines and Incinerators for 2 years, CAMC for 3 years after the expiry of Warranty/ Guarantee period and Rate Contract for providing of Napkins till the expiry of CAMC period mentioning the rate, delivery period, Warranty/ Guarantee, discount, if any, percentage of GST. Tenders once submitted will not be allowed to be withdrawn till finalization of the matter.

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10. The rates should be valid for a minimum period of 90 days from the date of opening of tenders 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 Registry is not bound to accept the rates submitted by the lowest tenderer and reserves the right to reject or accept any or all of the tenders, partly or completely, at any time without assigning any reasons thereof.
12. The tenderers are required to send their tenders along with a **D.D. of Rs. 40,000/- (Rupees Forty Thousand only) drawn in favour of “The Registrar (Admn.), Supreme Court of India” payable at New Delhi** as Earnest Money by writing the name of the firm, Telephone No. and name of the firm on the reverse side of the Demand Draft. If a firm is exempted from depositing the above EMD amount, a Certificate to this effect has to be submitted along with their tender document.
13. Earnest Money deposit of unsuccessful tenderers would be returned by way of RTGS/ or NEFT after the award of tender finally to the successful tenderer. A copy of cancelled cheque is required to facilitate the refund of the EMD amount.
14. It is mandatory for the tenderers to submit a valid Authorization Certificate from Original Equipment Manufacturer (OEM).
15. The machines and incinerators during the warranty/ guarantee period as well as during CAMC contract period includes thorough check-up and cleaning which further includes overall servicing etc. of the Machines and Incinerators and keeping them in an excellent working condition and also to attend to the complaints of breakdown. The breakdown calls are to be effectively attended within 24-48 hours on receipt of the complaint.

16. Hypothetical or conditional tenders will 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 of India.
17. The Registry 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 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.
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 Registry reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders wholly or partly without assigning any reason thereof.
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 submit proof of his/her domicile in Delhi-NCR along with address of the office.
26. 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.
27. 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 Registry has a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account will be recovered from the successful tenderer to whom the contract has already been awarded.
28. No Earnest Money shall be required from the suppliers whose names are included in the list of empanelled dealers maintained by the Registry or from registered suppliers of NSIC/ MSME and the dealers on the panel of NICSI. A valid certificate/ documents with effect to this must be attached along with the tender document in the EMD envelope specifically.

TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

29. 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).

30. 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 (Admn.), Supreme Court of India, 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.
31. 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 gt verified by the concerned Police Authorities and record be maintained to this effect and further shall be verified from time to time.
32. The tender should accompany an undertaking of Authenticity as per performa annexed as Annexure - “C”.
33. 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 Registry 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.
34. 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.

35. 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.
36. 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 Registry.
37. The Registry 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 Registry for compensation or financial assistance on this account.
38. 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 Registry as well as to the successful tenderer.
39. 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 Registry (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 Registry. Non-availability of raw material shall not be accepted as a ground for delay in supply and shall equally be penalised.

40. 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.
41. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
42. 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

43. The Registry 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 Registry from the tenderer.
44. 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 Registry 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 Registry because of the price difference. The Registry 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.
45. Irrespective of the fact as to whether or not the Registry makes purchase from outside, the Registry 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 Registry.

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46. 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.
47. Even after awarding the said contract, the Registry 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) Earnest Money for Rate contract for Purchase of 14 nos. Sanitary 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 14 nos. Sanitary 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 Registry's Reception Counter No. 17 (R&I) Office on or before **18.01.2023 at 3.00 P.M. which will be opened on 18.01.2023 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 time and/or without physical demonstration, shall not be entertained.**

In the first instance envelopes containing 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 Registry for evaluating the

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requirement of the Registry 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.

Sd/-
(Anil Kumar Sharma)
Additional Registrar (AM)

Encls.: Annexures “A”, “B” and “C”

Note : The Registry will remain closed w.e.f. 26.12.2022 to 31.12.2022 on account of Christmas Holidays

SUPREME COURT OF INDIA
ADMN. MATERIALS (P&S)

F. No. 24/SVM/2022/SCI(AM)
New Delhi, dated the 24.12.2022

Last date for Submission of Tender is
18.01.2023 upto 03:00 PM

**PROFORMA TO BE FILLED BY THE TENDERER WITH REFERENCE TO NOTICE INVITING
TENDER FOR RATE CONTRACT FOR PURCHASE OF 14 NOS. SANITARY 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 60 pads : | _____ |
| (c) Whether Battery back up of at least 5 days : | _____ |
| (d) Whether Coin mechanism programmable for various denominations : | _____ |

Incinerator (minimum requirement)

- | | |
|--|-------|
| (a) Whether Capacity of at least 200 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 : | _____ |

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 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 EMD enclosed; Yes/No, If Yes :DD No._____ Dt._____
If No – Whether Exemption Certificate enclosed : Yes/ No _____
16. Delivery Schedule
(a) Time to be taken for supply
(b) F.O.R. different locations of the Registry
17. Any other additional information, please specify _____

Dated:

**Signature with stamp
of the Tenderer**

Note : Physical demonstration of the proposed models of Machines and Incinerators is MANDATORY 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:

Signature
of the authorised signatory of the
Firm/Company/Organisation
with Official Stamp/Seal

ANNEXURE 'C'

**Sub : Undertaking of Authenticity for Supply and Installation of 14 (Fourteen)
Nos. Sanitary 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 :

Destination :