

- 5.11.2 In the event of the specified date for opening of bid being declared holiday/strike, the Bid shall be opened at the appointed time on the next working day.
- 5.11.3 The tenders (also called Bids) not submitted in prescribed format or in the prescribed manner, shall be rejected by the Tender Evaluation Committee at the risk and responsibility of the bidder.
- 5.11.4 All the information/documents as called for in the tender document should be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations. The decision of Tender Inviting Authority in this regard is final and binding on all the bidders.
- 5.11.5 There shall be no over-writing in the tender document and other papers. All the additions, alternations, deletions and cuttings should be initialed with Rubber-Stamp (or Seal) by the same person who signed the tender document failing so, the tender may be rejected.

5.12 Evaluation of BID

The Technical Evaluation / Purchase Committee constituted by Collector & DM shall evaluate the BID as under:

- (i) **Technical Bid:** The technical bid shall be scrutinized by the Technical Evaluation Committee formed for the purpose. The decision of the Technical Committee shall be final and binding on all the bidders.
- (ii) **Financial Bid:** The names of the technically qualified bidders after evaluation will be declared by the Committee Members and & Financial Bid of only the technically qualified bidders will be opened.
- (iii) **Financial Evaluation:** Manual evaluation shall be carried out by the Tender Inviting Authority (TIA) based on the quoted price in the Financial Format, after correction of arithmetic error, if any, prevailing rate of GST etc...and the evaluation criteria mentioned above to arrive at the lowest evaluated responsive bid.

5.13 Award of Contract, Signing of agreement and deposit of performance security

The contract will be awarded to the Bidder substantially responsive to the Bid & who has offered the lowest evaluated cost.

1. The selected bidder will have to enter into an agreement with the Tender Inviting Authority i.e. DEO cum DPC, SS, Mayurbhanj. The agreement duly filled in indicating the amount of "Performance Security" and signed by the supplier(s) with the attestation and common seal affixed with special adhesive stamp (Non-Judicial) not less than worth of Rs.10/- (Rupees Ten) only should be submitted within 07 days from the date of issue of supply order. The first page of the Agreement should be written on non-judicial stamp paper of Rs.10/- if stamp paper of Rs.10/- denomination is not available, a no. of small denomination may be used in that place.

2. The selected bidder shall have to submit **Performance Security Deposit of 5%** of the contract value in shape of Bank Draft / Bank Guarantee (BG)/FDR pledged in fav of District Project Coordinator,SSA, Mayurbhanj drawn on any Nationalized / scheduled bank in favour of District Project Coordinator,SSA, Mayurbhanj along with the agreement. In case of Bank Guarantee, the valid period shall be one years from the date of issue of supply order. The "Performance Security" may be forfeited partly or fully for failure to fulfill the terms and conditions of supply and obligation as mentioned in Contract Agreement. The Bank Guarantee if furnished towards performance security should be enforceable and payable at Baripada and should be as per **Annexure-D**.
3. The Authority reserves the right to modify any term in the bid document at the time of execution of agreement, if necessary.
4. If a special situation arises, where the lowest evaluated responsive bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered on the next higher responsive bidder(s) at the rate offered by the lowest evaluated responsive bidder, after obtaining approval from the competent Authority on the specific recommendation of the respective purchase Committee.

5.14 Acceptance or Rejection of the Bids:

- (a) Collector & DM cum Chairman reserves the right to accept / reject any / all bids / cancel the entire selection process at any stage without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.
- (b) Any bid with incomplete information is liable for rejection.

5.15 Delivery Schedule, installation & fitting:

- (a) The successful bidder is to deliver, install, at Schools(**Annex-C**) as per indent within 60 days from the date of issue of **PO**.
- (b) **PDI:** After delivery, installation at School point, the members from District Purchase/Technical Committee shall check the quality, installation & specifications. Basing on PDI report, payment will be released. If inferior quality found/not matching with specifications/sub-standard materials used, the entire Incinerator & Vending Machine delivered will be rejected & in such situations no payment will be made or as per Committee report part payment may be released. Proper visual documentation will be taken up during PDI.
- (c) The HM of Schools will receive consignment & make necessary stock entry of Incinerator & Vending Machine. The HM of Schools will supervise, monitor & co-ordinate the delivery & installation of Incinerator & Vending Machine, make records thereof for scrutiny by various Audit/Inspection authorities.

5.16 Extension of Delivery Period , Liquidation Damages, Force Majeure and Penalty:

- i. The original Delivery Period may be re-fixed by the Tender Inviting Authority (DEO cum DPC,SS, Mayurbhanj) without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Tender Inviting Authority.
- ii. **Liquidated Damages:** If the Supplier fails to deliver any or all of the items within the original/re-fixed delivery period(s) specified in the contract, the Tender Inviting Authority i.e DEO cum DPC, SS,, Mayurbhanj will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions as mentioned below, @ 1% per week or part of the week of delayed period of the value of the quantity supplied after the original/re-fixed delivery period(s) as pre-estimated damages not exceeding 10% of the value of the quantity supplied after the original/re-fixed delivery period(s) without any controversy/dispute of any sort whatsoever.
- iii. **Force Majeure Conditions:**

If at any time during the continuance of the Contract agreement, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Tender Inviting Authority i.e. DEO cum DPC, SS, Mayurbhanj as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the Tender Inviting Authority shall be at liberty to take over from the Supplier at a price to be fixed by Tender Inviting Authority which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Tender Inviting Authority may deem fit excepting such materials, bought out components and Goods as the Supplier may with the concurrence of the Tender Inviting Authority elect to retain.

- (v) Overall responsibility of the quality confirming the tendering specification shall rests with successful bidder. If the goods supplied are not fully in conformity to the required specification, TIA reserves the right to exercise its discretion to impose penalty such as price reduction/cancel order, forfeit of performance security, initiating of proceedings towards blacklisting of bidder etc... which will be binding on the supplier.

5.17 Payment Terms:

- (i) **On Delivery, Install & Fitting at Destination:** 100% of the supplied value basis on supply order shall be paid at within 60 days after receipt of the required reports / Papers/ documents as under.
- a. Challans with geo-tag photograph (2 nos) towards satisfactory completion of supply of full quantity to concerned HM as per supply order.
 - b. Receipt of "Receive & Stock Entry Certificate" from concerned HM of Schools.
 - c. On fulfillment of all other conditions of the agreement.
- (ii) Four self-inking carbon copies of the GSTIN invoice and challans with geo-tagged visual records duly sealed, signed and countersigned by the receiving Authorities at the School level as well as bank details for payment purpose.
- a. Complete supply of quantity as per supply order.
 - b. Outcome of post-delivery sample Evaluation (PDI) Report.
 - c. Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
- (iii) a. No advance payment shall be made, or no payment shall be entertained on negotiation through Bank.
- b. Deduction of tax at source shall be made at the appropriate rate as per prevailing law.
 - c. Authority reserves the right towards release of payment after obtaining approval & allotment of funds from appropriate Authority.

5.18 Bid validity period.

The BID shall remain valid for a period of **90 (Ninety Days)** from the date of opening of the Financial Bid. The authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5.19 Amendments to BID terms ,conditions and issue of Corrigendum/addendum:

- (i) Seven days before the last date of submission of Bids, authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment/corrigendum.
- (ii) The amendment in shape of corrigendum/addendum will be notified on the above websites and the prospective bidders are requested to take cognizance of such notification/s while submitting their tender proposal.

- (ii) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, authority may, at its discretion, extend the deadline for the submission of bids.
- 5.20 "Legal Status" of a bidder shall mean either proprietorship or partnership or private / public limited company or otherwise (to be specified), as the case may be.
- 5.21 Submission of more than one competitive bid by the same firm in response to the tender call notice is prohibited. In such case, the bids will not be considered.
- 5.22 The bidder may use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient. The information in the separate sheet of paper shall be in prescribed format and its page should be serially numbered and duly authenticated while uploading.
- 5.23 All the information uploaded & submitted or supplied in the formats of this tender document shall be presumed to be true to the best of the knowledge of the bidder.
- 5.24 Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders and shall be submitted in original.
- 5.25 The Authority reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
- 5.26 Any objection / suggestion / complaint by any bidder with regard to tender shall be intimated in writing in respective letter head to the tender inviting authority. The Chairman / Members of Technical / Purchase Committee would not entertain any correspondence / discussion in the above matter.

5.27 Resolution of Disputes:

- (a) Any dispute between the Tender Inviting Authority (DEO cum DPC, SS , Mayurbhanj) and the successful bidder should be addressed to the other party only in writing in their respective letter heads signed only by the designated signatories as in contract agreement. Both the parties shall make every effort to resolve the same amicably by mutual consultations.
- (b) If both the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, the same will be referred to by either party for conciliation to the conciliation panel. For that purpose, both the parties, shall nominate each one member, and both the nominated members shall form the Conciliation panel. Collector & Chairman, Mayurbhanj is the Conciliation Chairman. The arbitration proceeding shall be as per the provisions of the Arbitration and Conciliation Act 1996 of India.

5.28 Applicable Law and Jurisdiction of Courts:

- (a) The Contract shall be governed by and interpreted in accordance with the existing law of India in force.
- (b) All disputes relating to the contract is subject to the pecuniary jurisdiction of the Court at Mayurbhanj/HC Cuttack.
- (c) Prior notice shall be given to DEO cum DPC, SS , Mayurbhanj in writing in their respective letter heads signed only by the designated signatories as in contract agreement all proceedings related to the Contract. Arbitration shall be invoked as a pre-condition before approaching courts and tribunals.

Section – 6 Technical Specifications

Good Quality & Top Brand Incinerator & Vending Machines must have the following minimum specifications
Incinerator – Capacity – 100 to 150 pad burning per day

1. Incinerator with Smoke control unit
2. Wall Mountable
3. Fully Automatic operated
4. Power Supply 180 to 230V AC
5. Front Feed
6. 20-25 pads per burning cycle
7. Burning Cycle time: 25-35 minutes
8. Burning cycle auto start & auto off
9. Gross weight: 15 to 20 KG
10. Material: Mild Steel, 1.2 mm CRCA
11. Dimension of Machine: L 250 to 300mm, B 250 to 300mm, H 500 to 600 mm
12. Chamber Size: 160mm x 160mm x 160mm
13. Smoke Control unit: 200mm x 200mm x 200mm with carbon filter & exhaust pipe
14. Insulation type: Thermal Ceramic sheet /Board – 50 mm
15. Heater : Ceramic Heater with SS 304 dual covering
16. Lock: Magnet/Latch lock
17. Door: Auto close mechanism
18. Burning temperature: 800°C
19. Heater Wattage: 1000 to 1250 watt
20. Warranty : 2 years on site
21. Electrical Safety: Protected from Current leakages & high voltage
22. MCB, LED display, Timer & ISO certificates
23. Certificates of occupational Health & Safety, (OH&S), GMP, CE etc

A) Vending Machine – Capacity – 50 or more pad

1. Automatic /Manual operated
2. Wall Mountable
3. Power Supply 180 to 230V AC
4. Material: Mild Steel 1.2m CRCA
5. Storing capacity 50 or more pads to be loaded
6. Weight: 15 to 20 KG
7. Dimension: L 600 to 800, B 150 to 200, H 450 to 600 mm Coin operated
8. Electrical Safety: Protected from shock & over voltage protection
9. Safety & hygiene: Protection from insects, dust, water & anti bacterial with anti fungal cabinet
10. Warranty : 2 years on site
11. LED display & Battery back up, Charger & lock
12. ISO certificates

Section – 7 A

(Part – I)

Technical/Commercial Bid Format

All relevant Documents, Annexures required as described terms & conditions (Technical/Commercial & General) must enclose alongwith this format:

1. Details of the Applicant:

Name & Address of Manufacturers & OEM/MSEs/Supplier with contact No.	GST No & GST deposited up to.	PAN no.	Regd/OEM/Auth Certificates No

2. Details of Tender Application Fees & EMD Money etc.:

Details of Tender Application Money	Details of EMD Money	Brand Quoted	Similar Work Experience in any School/PSU/Corporates (attach Order copy)

3. Bidders Credentials:

Last 3 years avg. turnover	Audited B/S,P/L,-3 yr	IT Return-3 yr	GST (GSTR-3B and GSTR-1)	Sample deposited & selected by Committee

4. Enclosures:-

Documents			

Declarations:- I, Sri/Smt.....Proprietor/Director/ Partner of.....declare that I have read the tender documents thoroughly & I have agreed to supply with the terms & conditions of this tender notice. If any documents enclosed herewith found false/fabricated at any time, my candidature will be liable for rejection & no right to participate in the tender process & my EMD will be forfeited.

Date:.....

Place:.....

Seal & Signature of the Bidder

Remarks: For Official Use only:.....

Signature of Tender Committee Members

Section – 7 B

(Part – II)
Financial Bid Format

1. Details of the Applicant:

Name & Address of Bidders & OEM/MSEs/Supplier/Auth Dealers with contact No.	
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2. Rate Quoted.: INR(per Lab all equipments)

Items	Base Rate	GST	Total Cost	In words
Top Quality & Branded Incinerator				
Top Quality & Branded Vending Machine				

(no over writing/correction fluid to be used)

Declarations:- I, Sri/Smt.....Proprietor/Director/ Partner of.....declare that I have read the tender documents thoroughly & I have agreed to supply with the terms & conditions of this tender notice. If any documents enclosed herewith found false/fabricated at any time, my candidature will be liable for rejection & no right to participate in the tender process & my EMD will be forfeited.

Date:.....

Place:.....

Seal & Signature of the Bidder

Annexure-B

PROFORMA FOR SUBMISSION OF AFFIDAVIT IN RUPEES OF TEN OF INDIA NON- JUDICIAL STAMP PAPER BY THE BIDDERS FOR DECLARATION. (Affidavit before Executive Magistrate / Notary Public)

I / Wehaving my / our office at.....do declare that I / We have carefully read all the terms & conditions of bid floated by DEO, Mayurbhanj, Odisha for the supply of Incinerators & Vending Machine to 1023 Schools and abide by them. I will abide with all the terms & conditions set forth in the **Bid document Reference no.** _____ **dated** _____ along with the subsequent amendment, if any.

I / We agree that the Tender Inviting Authority(DEO, Mayurbhanj) can forfeit the Earnest Money Deposit, Performance Security Deposit and blacklist our entity for a period of **02 (two)** years if any information furnished by us is found to be false at the time of inspection / verification and not complying with the Bid terms & conditions. In case I/We are de- recognized / black listed / banned / by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Institutions / PSUs / Government autonomous body, Society / DEO, MAYURBHANJ and or convicted by any court of law **on and from the date of floating of the tender**, I/We undertake to inform the same to DEO, MAYURBHANJ.

I/we also under take that, I/we are not involved in any unfair / fraudulent practice.

I/we _____ do hereby undertake that the samples provided by our firm for technical evaluation is in conformity with the tendering specification and non-toxic as set forth in the Bid document vide Bid Reference no. _____ dated _____ along with the subsequent amendment, if any.

I / Wedo hereby declare that I / We will supply the Incinerators & Vending Machines to 1023 Schools as per the terms, conditions & specifications of the bid document.

Identified

Advocate

(With Seal Stamp)

Deponent:

Name & Address:

The above named deponent being

identified by Shri _____

Advocate _____ solemnly affirm and states before me that the contents of this affidavit are true to the best of his knowledge.

Dt.Executive Magistrate/Notary: (With Seal Stamp)

PERFORMANCE BANK GUARANTEE
FORMAT

To

The DEO, MAYURBHANJ

WHEREAS..... (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated..... to supply Incinerator & Vending Machines to 1023 Schools (description of goods & services) (herein after called "the contract").

AND WHEREAS it has been stipulated by DEO cum DPC, SS, MAYURBHANJ in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of....., 20_____

Our _____ branch at _____, _____, Odisha (Name & Address of the _____*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____* branch a written claim or demand and received by us at our _____* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

..... Name and designation of the officer

..... Seal, name & address of the Bank & Branch