

BID DOCUMENT

FOR

Supply of Teaching Learning Materials (TLM)

The District Project Coordinator, Samagra Shiksha, Nuapada, Odisha invites bids from the reputed agencies / supplier / manufacturer having valid PAN, GST & IT Clearance , registration of firms etc for supply of Teaching Learning Materials (TLM) like Drawing Book & Wax Crayon for Class-I to III & Geometry Box for Class-IV to V Students for the year 2023-24. The detailed terms & conditions of the above bid are as under;

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Eligibility Criteria :

The Suppliers / firms / agencies must have:

- (a) Valid Aadhar / Udyog Registration or UDYAM for OEMs
- (b) Valid GST/PAN No
- (c) GST Return Filing copy (last 03 Quarters)
- (d) Valid GST Registration Certificate
- (e) IT returns of last three years
- (f) Audited Balance Sheet of last 02 years
- (g) Average Turnover- Rs. 25 Lakh during last three financial years

2. Application Procedure:

- (a) The Bid has been invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested bidders are advised to submit two separate sealed envelopes super scribed "Technical Bid for Supply of Teaching Learning Materials (TLM) & Financial Bid for Supply of Teaching Learning Materials (TLM)". Both sealed envelopes should be kept in another sealed envelope super scribed "Tender for Supply of Teaching Learning Materials (TLM)".
- (b) **Technical Bid & Financial Bid.**
The Bidder has to fill up the Technical bid Form (**Tech-1, Tech-2, Tech-3, and Tech-04**) & submit it with a separate envelope with all self-attested documents / papers as mentioned in para-2 (f). Similarly, the Financial Bid form has to be filled up as per prescribed form (**Fin-1 & Fin-2**) and to be submitted in separate sealed envelope. The bidder is to quote **per unit** in the prescribed format (**Fin-2**). All the materials must be of a reputed brand. Only one price should be quoted for each firm /each item and if more than one price is quoted under different options, the rate quoted by firm in the first option only will be valid and considerable for evaluation. **Accordingly, the bidder has to calculate the per item rate after taking into account all of the above factors.**
- (c) The tender should be addressed to O/o the District Project Coordinator, Samagra Shiksha, Nuapada, A/Po-Nuapada, Near DIET, Nuapada, Odisha, Pin-766105.
- (d) The Bid document shall be available in website www.osepa.odisha.gov.in & www.nuapada.nic.in and the cost of the tender paper is to be enclosed in shape of crossed Demand Draft in favour of "District Project Coordinator, Samagra Shiksha, Nuapada" payable at Nuapada along with the **Technical BID**.
- (e) **Earnest Money Deposit (EMD):** The bidder is to submit EMD amounting to **Rs.1,15,000/- (Rupees one Lakhs and Fifteen Thousand only)**. The EMD (refundable - without interest), may be submitted in shape

of Demand Draft / Banker's cheque/ Bank Guarantee (**Format A**) from any Nationalized or scheduled bank drawn in favour of District Project Coordinator, Samagra Shiksha, Nuapada" payable at Nuapada, failing which the tender shall be rejected summarily. In case of bank guarantee, it should be valid up to at least 90 days beyond the date of opening of Financial bid. The instrument in original should be necessarily accompanied with the Technical Bid. The EMD of the un-successful bidders shall be refunded within 30 days after award of contract. The EMD shall be forfeited in the event of withdrawal of the tender once submitted or in case of a successful bidder who (i) fails to execute the agreement within specified period & (ii) not submitted performance security and/or express its inability to supply the finished material within the stipulated period. The EMD of successful bidder shall be refunded after receipt of Performance security.

- (f) The interested Bidders are to enclose self-attested photocopies of the following valid documents / papers in the **Technical Bid envelope**. The proposal submitted without the following documents / papers shall not be considered.
- (a) Valid Aadhar / Udyog Registration or UDYAM for OEMs.
 - (b) A self-declaration on firm's letter head to be attached regarding that they have completely understood all terms and condition in the bid and their acceptance to BOQ / product compliance along with the supporting documents. Bidders have to submit an undertaking regarding smoothly supply of all products as per specification to the prescribed address
 - (c) Bidder must submit a copy of GST certificate with last 3-month 3B and R1 statement, PAN Card of Proprietor and Bank Mandate.
 - (d) Bidder shall enclose **No Deviation Certificate** as mentioned. (**Annexure-IV**).
 - (e) **Undertaking letter** for replacement of complaint/defective goods.
 - (f) Manufacturers Authorization letter in favor of bidder/tenderer from the manufacturers of the items. BID specific authorization contact details of OEM mentioned in Authorization certificate, it will be cross check by its OEM. **The manufacturer should be an ISO certified company.**
 - (g) Terms & Condition Acceptance Certificate should be submitted as per (**Annexure-III**).
 - (h) The Bidder/OEM should have experience in successfully executed similar item during the last 03 financial years. Copy of experience certificate to be enclosed as a proof of supplies along with the order copies.
 - (i) Bidder/OEM must submit Data sheet of offered products (Picture/ Drawing, Make and Model) along with bid compliance documents for technical evaluation and Departmental Officer's approval.
 - (j) Undertaking should be given on letter head that the product/item supplied against this tender by the contract or/Bidder is Make in India Products and up to 90% of Raw material produced with in India.
 - (k) Bidder/OEM has to submit the last ITR return acknowledgement paper filed or audited financial statement. Turnover Certificate of last 3 years (2020-21, 2021-22 & 2022-23) must be submitted by the Bidder with Valid UDIN.
 - (l) Average Turnover certified by Chartered Accountant of both bidder/OEM during the last three years (2020-21, 2021-22 & 2022-23), have to submit with Valid UDIN.
 - (m) Bidder must submit Compliance sheet of offered product
 - (n) All submitted documents by bidder/OEM should be self-attested.
 - (o) Valid PAN & IT return filed for last 03 financial years (2020-21, 2021-22, 2022-23).
 - (p) Valid GST Registration Certificate & up to date clearance certificate.
 - (q) Audit Balance sheet of last 02 years.
 - (r) The Bidder should not have debarred or black listed or suspended or debarred from the business from any department of Central Government of India/ State Government / PSU. During the last three

years from the bid due date. Separate certificate for Bidder should be submitted on Notarized Stamp paper of Rs 100 along with bid specifying the detail of bid and should be issued after the date of bid. As per (Annexure- II).

- (s) DD/Bankers Cheque amounting to **Rs.1000/-** (Rupees one thousand only) as bid processing fee.
- (t) **EMD of Rs.1,15,000/- (Rupees One lakh fifteen thousand) only** in shape of Demand Draft / Bankers Cheque / Bank Guarantee. (No Exemption to be claimed).
- (u) Duly filled in, signed & sealed Tech-1, Tech-2, Tech-3 & Tech-4 formats.
- (v) Turnover- The bidder should have average annual turnover of Rs: 25 Lakh (Rupees twenty five Lakh) only during last three financial years. Proof to be submitted by the bidder in form of audited balance sheet, income & expenditure statement and profit & loss account from Chartered Accountant.

3. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be considered & opened.

4. **It is mandatory for all bidders to quote all three items (Wax Crayon, Draining Book & Geometry Box) conditional tender should not be accepted.**

5. Submission & opening of Tender:

a) The interested Bidders may submit the tender document complete in all respects along with EMD, bid processing fee and other requisite documents on or before 06/03/2024 (in all working days) addressed to the District Project Coordinator, Samagra Shiksha, Near DIET, Nuapada, Odisha, Pin-766105. Only by **Registered Post / Speed Post**. The Authority is not responsible for any postal delay. No other mode of submission of bid shall be entertained.

b) **Late Bidders:** Any bid received by the authority after the prescribed time and dateline for submission of bids will not be considered and opened. Thus the same is deemed to be rejected.

c) The Technical bids shall be opened on the scheduled date and time at Collectorate, Nuapada in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.

d) The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The date, time & place of opening of Financial BID will be communicated after evaluation of Technical BID.

6. Specifications :

Detail specification of the materials as specified by the OSEPA, Bhubaneswar is mentioned at **Annexure-I**

7. Evaluation of BID:

(a) The Purchase Committee of the District Project Office will evaluate the Technical & Financial BID. The Bidder who meets the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.

(b) The technically qualified bidder quoting lowest price in the financial bid shall be considered for award of contract.

8. Acceptance or Rejection of the Bids:

(a) The TIA 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 bidder/s on account of such rejections.

- (b) Any bid with incomplete information is liable for rejection.

9. Award of Contract :

The contract will be awarded to the Bidder/s substantially responsive to the Bid document & offered lowest evaluated cost.

10. Signing of Contract :

- (a) The successful bidder/s whose bid has been accepted will sign an agreement with the TIA within 03 days of issue of the work order.
- (b) Failure by the tenderer to comply with the requirement of above mentioned clause, the offer shall be rejected and the tenderer shall have no claim further.

11. Performance Security Deposit:

The selected bidder shall have to submit Performance Security Deposit of 05% of contract value in shape of Demand Draft/bank draft / Bank Guarantee (BG) drawn on any Nationalized / Scheduled Bank in favour of the "District Project Coordinator, Samagra Shiksha, Nuapada payable at Nuapada only within 03 days from issue of the work order. In case of Bank Guarantee, the same shall be as per the **FORMAT-B & its validity will be at least 30 days from the date of expiry of defect liability period.**

12. Post Delivery Inspection (PDI):

The Tender Inviting Authority (TIA) will do the PDI of the quality of the items through a District Level Team. If inferior quality supplied & if not matching with the sample materials, the supplier payment may be forfeited, or deducted as decided by the Chairman of the Committee.

13. Requirement & Delivery Schedule :

The selected firm shall supply the Packets with Student wise & School wise, CRC wise and block wise packets within **15** days from the date of issue of the work order. Approximately **33396 Sets i.e One Drawing Book and One Wax Crayon for the students of class- I to III and 23882 No's of Geometry Box for the students of class- IV & V** are required to be supplied for the purpose. The above requirement may increase or decrease as per need. The total cost will be decided on the basis of actual nos. of materials supplied. Delivery will be made at 05 Block Point.

14. Payment terms:

- (i) **On successful completion of delivery at Block point** 80% cost of the supplied quantity shall be paid within 30 days after receipt of the required reports / Papers / documents as under:
- Delivery Challan towards satisfactory completion of supply of quantity to concerned block point as per supply order.
 - Receipt of "receive & stock entry certificate" from concerned BEO.
 - On fulfillment of conditions of the agreement.
 - Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
 - Verification made by the TBPM, Bhubaneswar regarding GSM of the supplied copies of Drawing Book.
- (ii) **On Final Acceptance :** Rest 20% cost of the total supplied quantity shall be paid after deduction of penalty, if any, within 30 days of :
- Receipt & outcome of Post Delivery Inspection (PDI) Report.
 - On fulfillment of conditions of the agreement
 - Four self-inking carbon copies of the GSTIN invoice as well as bank details for payment purpose.
- (iii) No advance payment shall be made, or no payment shall be entertained on negotiation through Bank.

- (iv) Deduction of tax at source shall be made at the appropriate rate as per prevailing law.
15. **Penalty :**
- (a) If the work is delayed for any reason for which the TIA is not responsible, penalty @ 0.5 % per week or part thereof on the total cost maximum up to 10% of the contract value will be imposed on the firm under orders of appropriate Authority. The TIA reserves the right to forfeit the Performance Security & debar the bidder from participating in any other bid of his/her office. In such cases the TIA may write Govt. for blacklisting the firm.
- (b) If the Post Delivery Inspection of the quality of paper (GSM) testing report shows negative results, then penalty will be imposed proportionately on the total cost after deduction of tolerance limit prescribed by Govt., if any.
- (c) If the quality of the material is found to be dissatisfactory, penalty as suggested by the purchase committee will be imposed.
16. **Amendments to BID terms, conditions and issue of Corrigendum / addendum:**
- (a) Seven (07) days before the last date of submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/s, modify the Bidding Documents by amendment / corrigendum.
- (b) The amendment in shape of corrigendum/addendum will be notified on the websites www.osepa.odisha.gov.in & www.nuapada.nic.in and the prospective bidder/s are requested to take cognizance of such notification/s while submitting their tender proposal.
- (c) In order to allow prospective Bidder/s reasonable time in which to take the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids.
17. Only one tender should be submitted by one party. Submission of more than one tender will lead to rejection of all proposal of the bidder.
18. The bidder/s 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.
19. 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/s.
20. No document as required and mentioned in the Bid shall be submitted in the Technical bid / Financial bid documents unless otherwise specifically mentioned therein. All required documents shall be uploaded with serial number and page mark.
21. The TIA reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
22. The bid validity period is 90 days from the date of opening of the Financial bid. Accordingly the bidder shall submit the Bid.
23. The TIA reserves the right to reject any or all the bids without assigning any reason thereof. The TIA also reserves the right to modify any term in the bid document at the time of execution of contract, if felt necessary.
24. Exemption of Tender Paper cost/EMD/Performance Security is not allowed to any MSME/SSI unit as per OSEPA Letter.No.8108/FIN/12 dtd.03.09.2012.
25. **Resolution of Disputes:**

- (a) Any dispute between the Tender Inviting Authority and the successful bidder/s 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 fails 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. In case the panel members report failure of conciliation, the matter shall be referred to arbitration, by the Arbitrator, to be nominated by the Collector cum Chairman, Samagra Shiksha, Nuapada. The Collector cum Chairman, SS, Nuapada shall nominate an Arbitrator, whenever required or when a request is made by the successful bidder/s, after the failure of conciliation, to nominate an Arbitrator. The arbitration proceeding shall be as per the provisions of the Arbitration and Conciliation Act 1996 of India.

26. 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 Nuapada.

By the order of Collector-cum-Chairman


DEO-cum-DPC

Samagra Shiksha, Nuapada