



GOVERNMENT OF ODISHA


***TENDER DOCUMENT FOR THE
PROCUREMENT OF GOODS.***

(FINANCIAL YEAR-2020-21)

**SURVEY & MAP PUBLICATION, ODISHA,
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**TENDER DOCUMENT FOR THE
RATE CONTRACT OF PRODUCEMENT OF GOODS AS PER
TENDER CALL NOTICE NO. 23/MP DATED 11.1.2021**

1	General Terms and Conditions	As per Annexure- I
2.	Processing Charges	Prescribed Tender Documents may be obtainable by downloading from the Odisha Govt. web site i.e. www.odisha.gov.in . In such cases, the tender is to be submitted alongwith a Bank Draft for Rs. 500/- (Rs. Five hundred) only per set of any Nationalized Bank in favour of the Joint Director, Survey & Map Publication, Odisha, Cuttack payable at S.B.I., Link Road Branch, Cuttack. The payment to be made towards Processing charges of Tender Paper is non-refundable.
3.	Last Date and time for issue of tender documents	6.2.2021- 5 .00PM
4.	Last Date and time for submission of sealed quotations	8.2.2021 up to 2 P.M
5.	Date and time of Tender opening	8.2.2021 at 3.30 P.M. Corrigendum will be published in the website, from which the tender document is made available if deferred.
8.	EMD	2% (two percent) of the total amount (Excluding tax) quoted by the bidder.
9.	Contract period	<i>1 Year</i>



 Joint Director
 Survey & Map Publication
 Odisha, Cuttack

Annexure - I
INVITATION TO THE TENDER
(To be returned by Tenderer along with the Tender duly signed)

Sealed tenders are invited by the Joint Director, Survey & Map Publication, Odisha, Cuttack from the reputed Manufacturers/Authorized Distributors/Dealers /Supplier, having valid authorization from the Principal company for entering into Annual Rate Contract for the supply of following items .

Sl. No.	NAME OF THE ITEMS WITH SPECIFICATION, IF ANY.	QUANTITY TO BE PURCHASED	RATE PER UNIT	TAXES	TOTAL
A	B	C	D	E	(D+E)
1.	Fire extinguisher:- (Cylinder rate and gas rare mention separately).	1.CO.2=1 no 2.ABC= 3 nos 3.DCP=6 nos.			
2.	Lifebuoy soap (125 g)	1890 nos.			
3.	Washing Power	20 kg.			
4.	Wash out(Liquid)	50 lit.			Sample required
5.	Wash out(Semi solid)	10 kg			Sample required
6.	Glass Marble	300 kg			Sample required
7.	Rubber sheets of size- 5.10ft x 4ft. x 5mm	10 kg			
8.	Sable hair brush No. 2	12 nos.			
9.	Sable hair brush No. 5	12 nos.			
10.	Sable hair brush No. 7	12 nos.			
11.	Sable hair brush No. 10	24 nos			

12.	Sable hair brush No. 12	24 nos.		
13.	Long Cloth (cotton)	100 mtrs.		
14.	Screen cloth(Royal Blue)	50 mtrs.		
15.	Plastic Clip	48 nos.		
16.	Plastic basin 18 inch	24 nos.		
17.	Plastic basin 24 inch	10 nos.		
18.	Plastic mug (1 lit capacity)	48 nos.		


Joint Director
Survey and Map Publicaion
Odisha, Cuttack.

TERMS AND CONDITIONS

1. Available in the TENDER PAPER:-

Prescribed Tender Documents can be obtainable by downloading from the Odisha Govt. web site i.e. www.odisha.gov.in. In such cases, the tender is to be submitted along with a Bank Draft of Rs. 500/- (Rupees Five hundred) only per tender on any Nationalized Bank in favour of the Joint Director, Survey & Map Publication, Odisha, Cuttack payable at S.B.I., Link Road Branch, Cuttack. The payment to be made towards Processing Charges of Tender Paper is non-refundable.

2. SUBMISSION OF TENDER PAPER:-

The sealed packet containing the above should be inserted in the **Tender Box** kept for the purpose in the Office Chamber of the **Joint Director, Survey, & Map Publication, Odisha, Cuttack** on or before **dated 8-2-2021 at 2.00 P. M.** or sent through Regd. Post / Speed post/ Courier service so as to reach this office within the stipulated date and time. **The Tender papers will be opened on dated 8-2-2021 3.30P.M** in the office chamber of the Joint Director, Survey & Map Publication, Odisha, Cuttack in presence of the Bidders or their authorized Agents.

- (a) The Tenderer must enclose the certificate of authorization of the Principal Company, in case of supply of branded items.
- (b) Required Bid Security (EMD) and samples as hereinafter described must be paid/ supplied along with tender.
- (c) All rights to accept or reject any or all the Tender papers are reserved by the Authority.
- (d) Tenders received after closing date and time prescribed in this tenders enquiry shall **NOT** be accepted under any circumstances.
- (e) The samples so submitted by the bidder should be a reputed brand and it is the responsibility of the bidder to supply the samples of an adequate quantity for testing.

(f) 3. EARNEST MONEY DEPOSIT:

The tenderer shall deposit 2% (two percent) of the total quoted amount. The EMD must be deposited in shape of National Savings Certificate/Post Office time deposit from any Post Office/Fixed Deposit on any Nationalised Bank in India duly pledged in favour of Jt. Director, Survey and Map Publication, Odisha, Cuttack or Demand Draft from any Nationalised Bank in favour of the Joint Director, Survey & Map Publication, Odisha, Cuttack payable at S.B.I., Link Road Branch, Cuttack.

- (a) The tenderers shall not be entitled to any interest money except that may be allowed and paid by the Postal authorities/Bank authorities.
- (b) The earnest money deposit of a successful tenderer(s) shall be refunded after receipt of Performance Security.
- (c) The earnest money deposit of unsuccessful tenderer(s) will be refunded as early as possible after expiry of the final bid validity period.



4. PERFORMANCE SECURITY:

Successful Bidders awarded with the Rate Contract will have to submit a "Performance Security" of 5% of the total value of the contract, as security till discharge of performance of his contract in shape of National Savings Certificate/Post Office Time Deposit form any post office/ Fixed Deposit in any Nationalised Bank duly pledged in favour of the Joint Director, Survey & Map Publication, Odisha, Cuttack ,payable at S.B.I., Link Road Branch, Cuttack within 15 days of the award of the Contract and before execution thereof..

- (a) The Performance Security shall remain valid for a period of one year i.e till expiry of the contract period.
- (b) In case of failure on the part of the successful firm awarded with the Rate Contract to deposit the required Performance Security shall be forfeited.

5. PURCHASERS' RIGHT:

The Joint Director, Survey and Map Publication reserves the right to accept/reject the tender and/or 'award of contract' to successful Bidder without assigning any reason whatsoever.

(a) The right of acceptance of tender and award of contract includes, notwithstanding anything contained in the tender documents, the right to apportion the contract for the tendered quantity between any two or more parties and/ or to increase and/or decrease the items tendered in the group and/or contacted quantity of one or more or all of the articles in case two bidders quote the same price.

(b) In accepting the tenders, preference will be given to bidder quoting branded items .

6. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:

No tenderer shall be entitled to claim any costs, charges expenses of incidental to or incurred by him through or in connection with submission of this tender even though the Joint Director, may elect to withdraw the invitation to tender even without notice and without assigning any reason whatsoever.

7. INSTRUCTION TO TENDERERS

- (1) Preference will be given to original equipment manufacturer or its dealers/agents.
- (2) Tender document, which has not been signed and sealed in each page will be liable for rejection.
- (3) Scoring, cutting, deleting any portion of the tender document shall be liable for rejection.
- (4) All corrections in relation to the information provided by the bidder, must be authenticated by the bidder and initialled.
- (5) All information in the Tender Form shall be in English. Information in other language shall be accompanied by its translation in English. Failure to comply this may lead to rejection of tender.

(6) Tender form shall be filled in full and preferably typed or written in Ball point pen in BLOCK CAPITAL LETTERS. No entry in the tender form should be erased or over written. Any correction in the tender form should be clearly made and duly signed by the tenderer. Tenders containing 'overwritten' or erased and re-written rate(s) and/or information and / or corrections not made clearly and signed by the Tenderer shall be liable for rejection.

(7) The rate shall be quoted in decimal coinage i.e. rupees and paise and also price for unit as specified in tender document both in figures and words. The rates shall always be for not weight and measures and shall be inclusive of all charges container, packing, transport etc.

(8) Tenderer who is a manufacturer of the articles offered by him must furnish requisite documentary evidence to show to the satisfaction of the Joint Director that he is manufacturing those articles.

(9) The tenderer(s) shall price FOR Destination basic.

8. FIRM & FIXED RATE:

Rates should be quoted on a firm & fixed price basis, which will **include all taxes**. Enhancement of contracted rates within the contract period shall not be considered under any circumstance. The rates should not be above MRP.

9. SAMPLE:-

No tender will be considered unless accompanied by the samples/specification/Brand for each item of offer. The samples must be supplied in reasonable quantity so as to allow perfect physical, chemical and visual testing. The items against which it has been written (no sample required) price quote for those items only be considered without sample.

10. NON-TRANSFERABILITY:

This tender is non-transferable

11. Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected at the discretion of this Joint Director, Survey & Map Publication.

12. AWARD OF CONTRACT: a) Contract shall be awarded to the firm(s) offering the lowest price .

13. SPECIAL INSTRUCTIONS

1. The Annual Rate Contracts concluded as a result of this Tender Inquiry shall be governed by the „**Terms & Conditions**“ and other relevant instructions as contained in this Tender Document.

2. The prices/rates quoted should be indicated in words as well as in figures and in INR only.

3. Tenderers are requested to quote their prices on a **firm & fixed basis only** for the entire period of the Rate Contract.

4. Tenderers are requested to enclose a copy of their valid certificate of **PAN No./GST registration document** with their tender.



5. Tenders received without **Tender purchase money receipt, EMD amount by way of DD or Pay Order/Banker's Cheque in favour of the Joint Director, Survey & Map Publication will not be considered at all.**
6. Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the State Government, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in JDS&MP will stand automatically extended up to the hours of the next working day in the Government of Odisha offices.
7. Late/delayed tenders received in JDS&MP due to any reason whatsoever will not be accepted.
8. Tendering firms are at liberty to be present or authorise a representative to be present at the opening of the tender at the time and date as specified. The representative so deputed should also bring with him a letter of authority from the firm for having been authorised to be present at the time of opening of tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the tenderer or outsiders shall not be allowed to attend the tender opening.
9. If the successful Bidder fails to fulfill his obligations under this Tender i.e., Non-adherence to terms and conditions contained in this Tender, the JDS&MP after due notice to the Supplier may blacklist the firm. In such events, the Contract will stand terminated and the EMD/Performance Securities of such Firm shall be forfeited to the Government.
10. If the bidder has quoted the prices with a total supply order of above 10 Lakhs then he has to supply the **Audited Balance Sheets for the Financial Years of preceding three Years** failing which the tender will stand cancelled.
11. The tenderer **should sign at each page of the tender and all its Annexures. NO PAGE SHOULD BE REMOVED /DETACHED FROM THE TENDER DOCUMENT.**
12. The tendering firms will have to give a declaration to the effect that they have not been blacklisted or their business dealings with the Government departments have not been banned.
13. In respect of each item Tenderers could offer maximum three rates with separate samples each.
14. Any request from the tenderer in respect of additions, alterations, modifications, correction etc. of either terms and conditions of rates or his tender after opinion of the tender may lead to rejection of his tender forfeiture of E.M.D. etc.
15. All the aforesaid Original Certificates shall be produced at the time of execution of agreement for necessary verification and return.
16. At no point of time the value of items procured shall exceed MRP of the said commodity. In case the price of the item goes down below the approved rate, same shall be passed on to the buyer but not vice-versa.
17. In case, on any occasion, the approved firm fails to supply the indent in time, the E.M.D /Performance security of the firm shall be forfeited and the firm shall be debarred from participating in the tender process of Survey & Map publication Office consecutively for three years and in the worst case the matter will be considered to blacklist the said firm.
- (18) The approved price shall be FOR destination.



19. The payment to firm shall be made subject to quality test of the materials or successful functioning of the instruments / machines as the case may be as per the specifications submitted in the tender document.
- (20) If the lowest approved Firm fails to supply, the order shall be placed with the second lowest firm subject to approval of next higher authority.
- (21) In case of single tender, while placing orders, the provisions of O.G.F.R are to be followed.

14. DISPUTE JURISDICTION:-

In the event of any disputes arising out of the execution of Rate Contracts/Supply Orders, the matter will be referred to Head of the Department. Appeal against the decision of the HOD will lie to the Director, Land Records & Survey, Board of Revenue, Odisha, Cuttack. For judicial adjudication, the disputes, if any, arising out of the Contract/Service Orders against the Rate Contract will be subject to the jurisdiction of the Courts Cuttack only.

AUTHORIZED SIGNATORY/ SIGNING TENDER:

Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:

- a) a „sole proprietor“ of the concern or constituted attorney of such sole proprietor;
- b) a” partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the board of Directors of the Company, if it is a company.

NOTES:

I. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

II. In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

III. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, JDS&MP may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

15. NEGOTIATIONS:

The Joint Director, or an-Officer authorised on his behalf reserves the right to negotiate with any tenderer/ tenderers after opening of the tenders. Non-compliance by the tender(s) to such-request for negotiations shall tender his/their tender liable to rejection.

16. Terms of Delivery: Door delivery at the Store of the Joint Director, Survey & Map Publication, Odisha, Cuttack. Offers from firms/suppliers with terms of delivery at their stores or stipulating lifting of stores from their outlets shall stand rejected.

17. Delivery period: Within 7 days of the placement of confirmed supply order on the firm or as stipulated in the Supply Order.. Extension of time may be allowed in the permission of the Joint Director, Survey & Map Publication.

18. Payment terms: 100% payment shall be released on satisfactory receipt of the goods/articles ordered. Advance payment will not be made under any circumstances.

19. Dispatch instructions: Stores are required to be delivered at the Store of the Joint Director, Survey & Map Publication, Odisha, Cuttack on free delivery to the consignee's premises, freights/transportation paid basis.

20. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination.

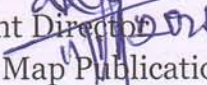
21.. List of bid documents

The Bid should contain the following documents/information:

1. Name & Address of the firm / Tenderer :-
2. Dealership/ Authorisation Certificate in case of branded items:-
3. Copy of PAN Card :-
4. Copy of GST registration certificate:-
5. Postal Address/Telephone/ E-Mail of the Firm:-
6. Name of the Bank & Account No with IFC code.
7. Copy of IT Return for the last years:
8. E.M.D in shape of Demand Draft/ KVP/NSC duly pledged in favour of the JDS&MP.
9. Tender document signed by the bidder in each page.
11. List and name of the existing Customers of the Bidder to whom the products supplies previously.
12. Self declaration describing that the firm has not been blacklisted or their business dealings with the Government departments have not been banned.
class of item of any manufacturer, certified documentary evidence to that effect.

22. NON-SUBMISSION OF DOCUMENTARY PARTICULARS:

1. Tender not given full particulars / not complying any or some or all of the requirements shall be considered as incomplete and liable to be rejected.
2. Any tender containing false information particulars shall be liable to be rejected and tenderers found guilty for furnishing false information particulars shall be debarred from any further dealing with the Joint Director.


 Joint Director
 Survey & Map Publication,
 Odisha, Cuttack.