



**GOVERNMENT OF ODISHA**

***TENDER DOCUMENT FOR THE  
RATE CONTRACT OF G A PHOTO FILM  
(FINANCIAL YEAR-2020-21)***

**SURVEY & MAP PUBLICATION, ODISHA,  
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**TENDER DOCUMENT FOR THE  
RATE CONTRACT OF G A PHOTO FILM AS PER TENDER CALL NOTICE  
NO. 229/MP DATED 15.2.2021.**

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. <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> . In such cases, the tender is to be submitted alongwith a Bank Draft for Rs. 500/- ( Rs. Five hunderd) 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	<b>3.3.2021</b>
4.	Last Date and time for submission of sealed quotations	<b>4.3.2021 up to 2 P.M</b>
5.	Date and time of Tender opening	<b>4.3.2021 at 3.30P.M.</b> <b>Corrigendum will be published in the website, from which the tender document is made available if deferred.</b>
6.	Contract period	<b>1 Year</b>
7.	EMD	2% (two percent) of the total amount (Excluding tax) quoted by the bidder.

*[Handwritten Signature]*



**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 .

**REQUIREMENT OF G.A PHOTO FILM FILM ROLL FOR THE YEAR 2020-21..**

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.	Graphic Art Photo Film of size 22" x 61 mtr.	20 rolls			

**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. <http://www.odisha.gov.in/tender>. 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 4-3-2021 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 4-3-2021 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 for the applied group(s)
- (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.



testing. The sample(s) should be covered in a paper packet, sealed and superscribed with the name of the sample and name of the supplier and should be submitted in the Store of the **Joint Director, Survey & Map Publication, Odisha, Cuttack along with two copies of the list of samples submitted. After verification of the samples as per the list submitted, the tenderer shall collect one copy of the list from the Store in-charge.**

### 3. EARNEST MONEY DEPOSIT:

The tenderer shall deposit 2% ( two percent) of the total quoted amount for the group towards EMD. Where more than one variety of items in the group has been offered, the highest tendered value of the item shall be included while computing the sum total of the tendered value. 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. No request for transfer of any previous deposit or adjustment of earnest money from any claim payable will be entertained. Tenders without earnest money deposit will not be considered under any circumstances.

(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.

### 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. Any damage(s) due to default payable by the contractor under the terms of his contract will be deducted from his security deposit or from any other sums due, or which may become due to the contractor by Government and in the event of his security deposit being reduced by reason of any such deduction, as aforesaid, the contractor shall within 20 days thereafter make good in cash as aforesaid, any sum or sums which may have been deducted from his security deposit or any part 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, EMD furnished with the Tender shall be forfeited.

#### 4. **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 quantity increase or decrease the items.

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

#### 6. **OFFERING OF LOWEST PRICE:-**

Item wise price(s) offered in the group for the materials to be supplied under the Contract by the Contractor shall in no case exceed the lowest price at which the Contractor sells or offers to sell the materials of identical description to any person(s)/organisation(s) or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the validity period of the contract.

(a) If at any point of time during the contract period, the Contractor/Supplier reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the JDS&MP. The price reduced as afore said shall be automatically applicable to this buyer.

#### 7. **TENDERER'S UNDERSTANDING OF THE TENDER DOCUMENT:-**

While submitting the tender document, the tenderers will be **deemed to have read, understood and accepted** all the items and conditions stated in the Tender Document. Any doubts or clarifications with regard to the interpretation of the **Terms & Conditions** stipulated in this Tender Enquiry, may be got clarified from the office of the joint Director, Survey & Map Publication at least 3 days before tender closing date. Verbal clarifications or information given by the Joint Director, Survey and Map Publication or the employees working under him or his representatives shall not be binding on the Joint Director.

#### 8. **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.



## 9. 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) One rate should be offered for one item. Submission of multiple rates against one item will be considered as a demerit. In case there are really different qualities or brands to be offered against one item and all of them confirm to the standard and specifications of the required item, more than one rate can be considered. In such cases, the tenderer should specify the competitive qualities or brands and samples must be supplied to compare the quality / brand with the rates against such multiple offers.  
  
Manufacturers may also offer more than two rates against a particular item they are manufacturing. But the tenderer(s) in all such cases shall clearly mention the specific brand, make and models etc. and shall furnish samples of each item to compare the quality and the rate against multiple offers. Any Dealer/Agent quoting rates for any item manufactured by some different company, the Dealer/Agent should attach in its quotation, that manufacturer's Authorisation Certificate, manufacturer's confirmation of extending the required warranty for that product and also the tenderer's confirmation to required warranty.
- (9) 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.
- (10) The tenderer(s) shall price FOR Destination basic.
- (11) The tenderer(s) must indicate the detailed specification on the articles. The contents of tins, reels, bags, packets, reams, bottles etc. shall be clearly stated in the tender(s) failing which the tender(s) will not be taken into consideration.



#### 10. 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.

#### 11. 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.

(a) Samples furnished shall strictly confirm to the specification mentioned against each item in the respective tender group. The samples not confirming to the tendered specification shall be treated as no sample. Sample confirming to relevant I.S.I, specification will be preferred. Tenders for which samples not conforming to the specification mentioned in the group, will be liable for rejection.

(b) Where additional materials are furnished with the sample to show the colour, sizes, etc. it must be so specifically stated.

(c) Should it at any point of time be noticed that the samples supplied by the tenderer does not conform to the tendered specifications, the Joint Director reserves the right to cancel the supply order, if any placed, forfeit E.M.D./Performance security and determine the contract at the cost and risk of the contractor.

(d) Each sample must bear the name, address, seal and signature of the Tenderer, reference to tender No., group No. item No. of the group to which the sample relates and rate quoted.

(e) Samples of different group shall be securely packed separately. Each sample must bear the name, address, seal and signature of the Tenderer, reference to Tender no. to which the sample relates and rate quoted.

(f) Three copies of lists of samples, clearly written or typed free from erasing or overwriting and duly signed by the tenderer shall be sent ONE WITH THE RAILWAYS ROADWAYS RECEIPTS ANOTHER WITH THE TENDER AND THE THIRD WITH THE COVER OR PACKAGE CONTAINING THE SAMPLES. Authorities will not be responsible for any discrepancy noticed on opening of the cover/package.

(g) The samples of each group should reach the Office of the Joint Director, Survey & Map Publication, at-Bada Jobra, Cuttack-3 on or before the last date and time specified for submission of tender. The sample received thereafter shall not be considered.

(h) Samples sent by Railways/Roadways must be despatched "freight paid" and that by road ways must be on door delivery basis. The Railways/Roadways receipt shall be sent separately by registered post and not along with tender. Authorities will not be responsible if any sample is found missing. Samples sent by V.P. Post or on freight to pay basis will not be accepted.

(i) Samples shall be supplied free of charge.



(j) Approved samples will be retained but will not be paid for. The Tenderer in respect of the approved sample shall not claim the sample under any circumstances.

(k) The unapproved samples will be returned to the tenderer at his/ her own cost if he/she requests for the same by provided the samples are not destroyed /consumed during testing or examination. Care must be taken by the tenderer to take back the unapproved sample within 20 days after the close of the financial year for which the tender is invited failing which the same shall be destroyed and no claim on that regard can be entertained thereafter.

## 12. NON-TRANSFERABILITY:

This tender is non-transferable

13. 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.

## 14. EVALUATION & AWARD OF CONTRACT: a) Contract shall be awarded to the firm(s) offering the lowest price .

a) The bidder has to quote item wise price .

b) The bid will be considered only when the bidder has quoted for all the items.

c) The bid will be considered only when the sample is found suitable.

d) Authority reserves the right to consider any bid under exceptional circumstances.

e) The tenderer (s) whose rate is accepted will be notified for the award of contract by the Joint Director, Survey & Map Publication. Selection of tenderer shall be made through the Purchase Committee headed by the Director, Land Records and Surveys, Odisha, Cuttack and the decision of the Committee will be final and binding. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry.

f) Selection will be made keeping in view economy and suitability.

## 15. 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.

#### **16.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.

#### **17.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.

#### **18.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.

**19.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.

**20. 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.

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



22. 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.

23. 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.

**24. GUARANTEE/ WARRANTY:**

The contractor shall guarantee that the stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the Tender enquiry. The date of expiry of the items supplied will be more than two years.

**25. List of bid documents**

The Bid should contain the following documents/information:

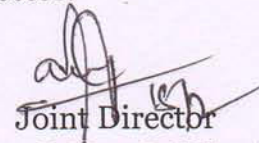
1. Name & Address of the firm / Tenderer :-
2. Copy of GST registration certificate:-
3. Dealership/ Authorisation Certificate in case of branded items:-
4. Copy of PAN Card :-
5. Postal Address/Telephone/FAX/E-Mail of the Firm:-
6. Name of the Bank & Account No with IFC code.
7. Copy of IT Return for the last 3 years:
9. E.M.D in shape of Demand Draft/ KVP/NSC duly pledged in favour of the JDS&MP.
10. Tender document signed by the bidder in each page.
11. Audited Balance Sheets for the Financial Years of preceding three Years in case of segregating total ordering price quote of 10 Lakhs and above.
12. List and name of the existing Customers of the Bidder to whom the products supplies previously.
13. Self declaration describing that the firm has not been blacklisted or their business dealings with the Government departments have not been banned.
14. Samples with two copies of the list of samples. One copy of the list should be attached with the Tender Form and other copy with the sample.
15. Authority to sign the tender-In case the Tenderer is a Firm/Partnership Firm/Society, the signing authority must submit copy of his authority.
16. In case the Tenderer is a manufacturer, satisfactory documentary evidence to show that the tenderer is a manufacturer of the articles tendered.
17. Tenderer quoting rates for any item manufactured by some different Company, should furnish (a) that Manufacturer's Authorisation Certificate (b) Manufacturer's confirmation of extending the required warranty for that production and (c) Tenderer's confirmation of extending to required warranty.
- (19) In case the Tender Firm is an Authorised Agent / dealer/Supplier for supply of any class of item of any manufacturer, certified documentary evidence to that effect.

**26. 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.