Government of Odisha Home Department

NO.HOME-BE-BLDG-0121-2017/ 27558

/BE, Bhubaneswar, Dated 20.07.2017

TENDER NOTICE

- 1. Sealed Tenders are invited from reputed manufacturer/ Authorised Agent / Authorised Dealers for purchase of furniture for Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai-400703.
- 2. Name of items along with detailed technical Specifications, probable requirements against each item may be seen from the website www.homeodisha.gov.in. The quantity may vary during indent of the items depending upon budgetary allocation.
- 3. The detailed information for procurement of funiture has been given in the tender document which may either be downloaded from the website www.homeorissa.gov.in or obtained from the O.S.D, Odisha Bhawan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai-400703 on any working day from 24.07.2017 to 16.08.2017 up to 4 PM.
- 4. The tender document will be received only through speed post/registered post during office hour. The last date and time for submission of Tender Documents is dated 16.08.2017 by 5 PM. The office shall not be responsible for any kind of postal delay.

Under Secretary to Government

Government of Odisha Home Department

NO.HOME-BE-BLDG-0121-2017/27559

/BE, Bhubaneswar, Dated 20.07-2012

TENDER DOCUMENT

Sealed tenders are invited from the manufacturer / Authorised Agent / Authorised Dealers for purchase of Furniture for Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai-400703 as listed below.

Sl. No.	Name of Product/Item	Quantity
01.	Dining Table(4 seater)	12 nos.
02.	Dining Chair	50 nos.

- 1. Name of items along with detailed technical Specifications, probable requirements against each item may be seen from the website of the Home Department, Government of Odisha www.homeodisha.gov.in. The quantity may vary during indent of the items depending upon budgetary allocation.
- 2. The Tender documents shall be submitted in the office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhwan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai- 400703 duly signed by the authorized signatory in each page and duly authenticated with seal in token of having read, understood and accepted the terms and condition of the contract. Bids submitted otherwise than in the manner prescribed in the Tender Document shall be rejected.
- 3. Tender calling authority has the right to accept or reject the Tender(s) without assigning any reason thereof.

a)	Period of issue of Tender Documents	:	Date 24.07.2017to 16.08.2017 up to 4PM
b)	Last date & time for submission of tender Documents.	:	Date 16.08.2017 by 5PM.
c)	Place of submission of completed Tender Documents and sample.	·	Office of the Assistant Resident Commissioner- Cum-Manager,Odisha Bhwan, Plot No.5, Sector 30/A,Vashi, Navi Mumbai- 400703 (Contact No- 022-27813372/27813374)
d)	Place, date & time for opening of Technical Bids	•	Office of the Assistant Resident Commissioner- Cum- Manager, Odisha Bhwan, Plot No.5, Sector 30/A,Vashi,Navi Mumbai- 400703 (Contact No- 022-27813372/27813374) Date 17.08.2017 at 11AM
e)	Place, date & time for opening of Financial Bids of eligible Bidders:	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001. Date 22.08.2017 at 12 Noon

- 4. The concerned bidders are required to depute their representatives to remain present during opening of the received Tenders / Technical Bids on dated.17.08.2017 at 11 A.M at the Ofice of the Assistant Resident Commissioner-Cum-Manager,Odisha Bhwan, Plot No.5, Sector 30/A,Vashi, Navi Mumbai-400703
- 5. The Tenders received after the stipulated date will not be taken into consideration and liable for rejection.
- 6. All disputes shall be under the jurisdiction of the competent courts located at Bhubaneswar, Odisha.

7. It is to certify that this tender document contains 12pages.

Under Secretary to Government

GENERAL CONDITIONS OF THE CONTRACT

- 1. The bidder/Supplier shall essentially be
 - a) An Original Equipment Manufacturer

01

b) An Authorised Agent of the OEM having running business in the tendered item with good business track record.

01

c) An authorised dealer of the OEM having running business in the tendered item with good business track record.

The bidder in proof of he being an OEM/Authorised Agent Authorised dealer shall submit authenticated documentary evidence in this regard. The proof if any submitted earlier in some other context shall not be treated as valid and sufficient.

- 2. The tenders (also called bids), not submitted in prescribed format or in the prescribed manner, shall be rejected by the Tender Committee at the risk and responsibility of the bidder.
- 3. All the information as called for in the tender document should be submitted truly clearly, legibly transparently, unambiguously and without the use of abbreviations. It shall be submitted in English.
- 4. All the crucial figures. like rates and amount should be written in figures followed by words in a bracket.
- 5. There shall be no over-writing in the tender document and other papers submitted. All the additions, alterations, deletions and cuttings should be initialled with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.
- **6.** All the rates and amounts shall be quoted in Indian Rupees (INR) and shall be presumed to be in Indian Rupees.
- 7. The rates quoted shall be valid for a period of one year counted from the last date of receipt of the bids or submission of tenders.
- **8.** Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
- 9. For the Companies and Corporations making the bids, the tender document shall be signed by the Managing Director. If it is otherwise, the authority to sign the tender paper on behalf of the Company/ Corporation shall be enclosed. In case of partnership Firm, it shall be signed by the active Partner. In case of a proprietary Firm, the tender document shall be signed by the Proprietor.
- 10. "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.

- 11. All the documents and papers submitted with the bid should be in English and shall be authenticated under the seal and signature of the bidder unless specified otherwise in the tender document.
- 12. All the promotional and technical literature of the products intended to be supplied should be submitted for proper appreciation of the bid, whether or not; specifically called for in this tender document. This literature should be in English.
- 13. Submission of more than one competitive bid by the same firm in response to the tender call not ce is prohibited. All Such bids except one received first will be cancelled at the discretion of the authority calling the bids. A bidder may however, offer in his bid more than one product of the same Original Equipment Manufacturer (OEM), if in his opinion all such products meet the prescribed technical specifications. In that case, he should submit "technical bids" of all such products separately but in the same prescribed format, in the same sealed single cover. Separate "financial bids" should also be submitted similarly in the same sealed single cover (see below for the meaning of sealed cover).
- 14. 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.
- **15.** All the information 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.
- 16. No firm Company without valid **GST Registration number** and PAN shall be eligible for submitting bids. Firms blacklisted shall also not be eligible for participating in the bid.
- 17. Copies of Valid Registration Certificates issued by competent Authorities under GST Acts and Copy of PAN shall be enclosed to the Tender document. In no case other certificates issued by authorities in lieu of such certificates shall be accepted.
- 18. At the time of opening of Tender/Financial bid the bidder will have to satisfy the competent authority that he is not only authorised as per his Registration Certificates to deal in the tendered item but he has also a running business in such items and he has the ability to supply the tendered quantity in prescribed time limit and to meet the warranty conditions of the product.
 - The E.M.D. @ 3% of the Tender value refundable (without interest) should be necessarily accompanied with the technical bid of the service provider in the form of Demand Draft/Pay Order drawn in favour of the D.D.O.- cum -Under Secretary to Govt., Home Department, Govt. of Odisha, Odisha Secretariat, Bhubaneswar-751001 failing which the tender shall be summarily rejected. This tender document has prescribed a two-bid format for submitting the offers.

It contains the "Technical" and "Financial" bid formats. Both the bids shall be submitted in separate sealed covers identified as "Technical" or "Financial" bid after detaching their formats from this tender document. All the sealed cover shall have <u>boldly written</u> with the name of supplier/bidder, the tender call notice number and the last date for submission.

- 19. No document as required and mentioned in the General/ Special conditions of contract shall be enclosed to the technical bid/ Financial bid documents unless otherwise specifically mentioned there in. All required documents shall be enclosed to the General bid proforma duly authenticated and serially numbered and page marked.
- 20. The tenders or the bids can be sent by Regd. with AD post or speed post. However, the authorities shall not be responsible for the postal and other delays in receipt of bids.
- 21. If the last date for receipt of the tender bid turns out to be a holiday, it will automatically be extended to next working day.
- 22. The tender calling authority shall make arrangements in his office for issuing a written acknowledgement, under proper seal and signature, of the filled in tenders, provided those are submitted on or before the due date.
- 23. A bid submitted cannot be withdrawn. The bidder or his authorized representative (one person only) will be allowed to be present at the time of opening of tenders. They will not participate in the discussions. Clarifications sought, if any may be provided by them.
- 24. All or any of the tenders (or bids) submitted can be rejected 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.
- 25. The Tenders bids received in the prescribed time shall be opened by the tender committee at the prescribed date time and place. Any bid found incorrect or incomplete in any manner would be summarily rejected by the said committee.
- 26. The "Technical" bids shall be opened and scrutinized by the Technical Committee, only in respect of the bidders who have been found to fulfil all the prescribed criteria and conditions of this tender document other than technical specifications of the products. Only branded products shall be accepted unless otherwise mentioned in special conditions of the contract.

- 27. All the products, failing to fulfil the prescribed technical specifications, shall be rejected.

 Decision of the Technical Committee in this respect shall be final and binding. A bidder can improve the technical specifications of the product offered before the opening of "Financial bid" Decision of the Technical Committee on whether or not the revised specification is an improvement, shall be final. Improvement in the technical specification offered as above, may be accepted or not at the discretion of the tender calling authority. However, no preference or extra payment shall be admissible for superior technical specifications or quality or the like.
- 28. The bidder shall have to submit in separate paper mentioning complied or not complied against each column of the technical specification given in the tender document.
- 29. Notwithstanding an offered product meeting the prescribed technical specifications it may be rejected. It may also be rejected if the bidder fails to successfully demonstrate its product before the Technical Committee.
- 30. "Financial bids" shall be opened only in those cases, where one or more of the offered products have fulfilled the prescribed technical specifications. Financial document like Registration Certificate issued under GST shall be verified at the time of opening of financial bid.
- 31. All the prices quoted shall be F.O.R. destination Navi Mumbai which means that prices shall include the cost of delivery at destination if nothing otherwise is mentioned in the Special condition of contract.
- 32. The Purchase Committee shall discuss and deliberate on the past performance, experience production capacity, financial strength etc. of the bidders suppliers as recommended by the Technical Committee besides the rates quoted by them and select the L-I bid in most transparent manner, taking into consideration the relevant provisions of OGFR and Circulars and notifications issued by the Government of Odisha from time to time, so as to ensure that the purchases are effected in most prudent and economical manner, without compromising the prescribed quality, from the most eligible bidder.
- 33. Financial negotiations with firms other than the lowest bidder shall not be held without obtaining the prior approval of the appropriate authority.
- 34. The authorities are not bound to accept the lowest financial bid.
- 35. The order for supply may be placed on the successful bidders but the technical specifications (or quality requirements) for the purpose of supply shall be those, which were offered and accepted by the Technical Committee and not those specified in the tender document.

- 36. On delivery, the supplies or products shall be inspected to verify the quantity and to see whether those are in accordance with the technical specifications (or quality requirements) for which the order was placed. If it turns out to be otherwise, the acceptance of delivery shall be refused at the risk and responsibility of the supplier. Further the articles found damaged shall not be counted as accepted until repaired or replaced to the satisfaction of the authorities.
- 37. Short/ Part deliveries may not be accepted. All the items ordered must be supplied in full, for claiming even the part payment.
- 38. All the transit risk shall be the responsibility of the supplier.
- 39. User manuals of the product shall be supplied without being asked for and without being mentioned in the supply order. Moreover, it should be in English.
- 40. Failure to supply the indent in full within the stipulated period as mentioned in the supply order may lead to forfeiture of EMD I Performance Security and blacklisting of the suppliers. If at all the delivery is allowed to be accepted after the due date. Liquidated Damages(LD) @ 0.5% of the total amount of order (excluding taxes) per week or part thereof shall be charged, however that the L.D. shall not exceed 5% of the amount of order.
- **41.** The supplier shall submit an undertaking given by him or the OEM committing to supply spare parts for the maintenance of the supplies for a period of at least 10 years from the date of delivery.
- 42. The supplier shall give a "Performance Warrantee" for a minimum period of at least 6 months.

 The "Performance Security" may be forfeited partly or fully for failure to fulfil the terms and conditions of supply and post sales commitments/ obligations. The Bank Guarantee if furnished towards performance security should be enforceable and payable at Bhubaneswar and shall be valid for the period of warrantee for a period of at least 6 months.
- **43.** All the clarifications sought from the bidders/ suppliers on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.
- **44.** Terms & Conditions of the tender documents can't be negotiated for variation without obtaining prior approval of the appropriate authority.
- **45.** 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.
- 46. All the disputes shall be subjected to the jurisdiction of civil Courts situated at Bhubaneswar.

SPECIAL CONDITIONS OF THE CONTRACT

- 1. The Special Conditions given here shall prevail over the General Conditions.
- 2. Bid Security (E.M.D): The tender document shall accompany with a Earnest Money Deposit (E.M.D) at the rate noted under column 5 against each item in Sl. No.3 below without which the tender shall be rejected. The Earnest Money Deposit should be made available in the form of DD/Banker's Cheque in a separate envelope along with the sealed covers of technical and "Financial" bids.
- 3. **QUANTITY:** Sealed bids in this tender document have been invited for the supply of the items below. The approximate quantity and detailed technical specifications has been mentioned against each item.

Sl.	Name of Product/Item	Quantity	Technical	E.M.D
No.	Traine of a		Specification	(in Rs.)
01.	Dining Table(4 seater)	12 nos.	As per Technical bid format	3% of bid quoted price
02.	Dining Chair	50 nos.		3% of bid quoted price

4.

The quantities mentioned above are subject to variations. The rates quoted by the firms shall continue to be valid even if the quantities of the items mentioned above are varied.

- 5. It shall not be necessary to bid for all the items mentioned above. The firms/companies may bid for one or more of the items depending on their convenience and submit E.M.D accordingly. The items above do not necessarily consist of a single piece of equipment. It may be composition of inter-connected or inter-related appliances. Bidding is not permitted for the components obtained by splitting an item. Bidding is also not permitted for a part of the quantity of an item indicated above.
 - 6. The bidder shall submit along with this tender document a list of names, complete addresses. Telephone/FAX numbers of the customers to whom the items, for which the bid has been submitted, have been supplied and installed in last three years, if any. A clear unambiguous statement shall be made if an item has not been sold anywhere in India so far.

The supplies shall be delivered to the authorities at the place indicated below.

	Name of the Authority & his address	Quantity
All items	OSD, Odisha Bhawan, Plot No.5,	As per supply
	Sector-30 A, Vashi, Navi Mumbai.	order

- 8. The item shall be demonstrated successfully and expenses incurred on demonstration shall be borne by the supplier.
- 9. Performance Security: The successful bidder shall have to enter into an agreement with the Tender Calling Authority for successful completion of supply of the tendered items after proper inspection within stipulated period and also for performance warrantee of the items from the date of supply up to a period of at least 6 (six) months. In this regard the bidder has to furnish the security deposit to be called "Performance Security" at the rate of 5% of the total amount of the order excluding all taxes in the form of Bank Guarantee from any nationalised bank duly pledged in favour of DDO-cum-Under Secretary to Government. Home Department, Bhubaneswar, Odisha.
- 10. Notwithstanding anything contained in the General Conditions of contract a new/ fresh brand of product/ Equipment not tried, tested and used in Odisha Bhawan, Vashi, Navi Mumbai may be accepted subject to meeting the prescribed technical specification and approval of Technical Committee.
- 11. All the supplies made shall be subject to a minimum period of warrantee of 6 (six) months from the date of final delivery.
- 12. The supplier shall repair or replace at his cost any component of the supplies that may go out of order during the warrantee period. The repair and replacement shall as far as possible be carried out within the premises, where the supplies has been delivered.
- 13. If any item goes out of order within the warranty period and the supplier is informed about it it must be attended to within 48 hours counted from the time service call is placed.
- **14.** Pre-delivery inspection: Required.
- 15. **PAYMENT:** No advance payment shall be made. 100% of the payment will be made on delivery of supplies, successful demonstration subject to clause 9 above.
- 16. **SAMPLE/DEMONSTRATION:** The tenderers are required to submit at least one sample of the quoted items along with the tender positively failing which tender shall be rejected.
- 17. Rate per piece shall be quoted in the Financial Bid.

GENERAL BID FORM

1. Name:

Full Address

Fax No.

Telephone No.

E-mail of the firm

- 2. Legal Status of the Firm:
- 3. Items for which you have submitted the bid:
- 4. For which of the items above you are the Original Equipment Manufacturer
- 5. Give the location and Address of your factory
- 6. Kindly confirm by writing 'Yes' or 'No' only
 That you have been authorized by the respective
 OEMs either as dealer or as sale, supply and
 Servicing agent in respect of the items you are
 Not the OEM
- 7. Have you enclosed the EMO? If yes, mention the amount and its in identifying details
- 8. Have you enclosed all the documents and Papers called for in this tender document?
- Do you have a Post Sales –Servicing Centre in Mumbai/ Odisha? If yes, give its Name Full Address, Fax and Tel. Nos.

TECHNICAL BID FORMAT

Sl.	Name of the	Technical Specification		T**
No.	Items	Technical Specification	Whether	Offered
110.	Items		offered	specifications and
			product fulfils	details of deviations
ł			the detailed	if any. (Separate
			Technical	paper indicating
			Specifications,	details in case of
			Kindly answer.	major deviations to
1	D: ·		Yes or No only	be attached)
1	Dining			
	Table	5 Feet length, 3 feet wide, 2.5 feet height.		
	(4 seater)	Should be based on 1 1/4 " round		
		stainless steel structure pipe with		·
		complete finishing, Table top-18 mm or		
		better thick of good quality Granite		
2	Chair			
		Four legs made of round-shaped		
		stainless steel pipes. Seat should be		
		round shape made up with moulded		
		plastic.		

Signature and Seal of the Bidder

FINANCIAL BID FORMAT

PART-1

- 1. Name and address of the Bidder.
- 2. whether a manufacturer I Authorized Agent I Authorised dealer
- 3. States in which Business run.
- 4. State from which material would be delivered if found successful in the bid.
- 5. GST Registration Number.
- 6. PAN
- 7. Annual Turnover of Previous Financial year.
- 8. Whether the above Registration Certificates are valid / suspended / cancelled at the time of filing tender.
- 9. Whether up to date returns under all Acts filed?

PART-II

- 1. Brand name of the item manufactured / traded: --
- 2. Basic unit Price: --
- 3. Loading and Unloading Charges:-
- 4. Any other charges before Delivery:-
- 5. Central GST
- 6. State GST
- 7. Any other Charges
- 8. Gross Price of the Unit to be considered (Sum total of Sl. No.1 to 7 of Part-II above)
- 9. Total Sum payable for supply of entire bid quantity. (Mark NA against the Sl. Which is not applicable)

PART-III

- 1. Terms & Conditions of Delivery
- 2. Terms and Conditions of Payment
- 3. Preference for mode of payment of "Performance Security"

Seal & Signature of the Bidder