



ସୁନ୍ଦରଗଡ଼

ଜିଲ୍ଲା ଖଣିଜ ପଦାର୍ଥ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼.

DISTRICT MINERAL FOUNDATION, SUNDARGARH.

BID REF. NO: - DMF/SNG/03/2021-22

Date: - 09.06.2021

EXPRESSION OF INTEREST (EOI) - SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (HPC) FOR CLEANING TOILET & BATHROOMS WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT

ISSUED BY:
COLLECTOR CUM CHAIRPERSON,
DISTRICT MINERAL FOUNDATION,
SUNDARGARH (ODISHA)

DISTRICT MINERAL FOUNDATION, SUNDARGARH.



Email-dmfsundergarh@gmail.com

Sundargarh -770001

Tel / Fax No. 06622-273846

Letter No. 2196 / (DMF)

Dated: -09.06.2021

EOI NO: -DMF/SNG/03/2021-22

| | | |
|----|--|--|
| 1. | The Collector-cum-Chairperson, District Mineral Foundation (DMF) Sundargarh, Government of Odisha invites technical and financial proposals from reputed implementing Agency/ Firms of National and International repute for "EXPRESSION OF INTEREST (EOI) - SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (HPC) FOR CLEANING TOILET & BATHROOM WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT. "as detailed in the Scope of Work in this DTCN. The interested and eligible Firms with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit www.sundergarh.nic.in). | |
| 2. | Nature of Works | :- EXPRESSION OF INTEREST (EOI) - SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (CHPC) FOR CLEANING TOILET & BATHROOM WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT |
| 3. | Tender(Bid) Cost | :- Rs.10,000/- |
| 4. | EMD | :- Rs.1,00,000/- |
| 4. | Availability of bid document in the website | :- From 11.00 A.M. of 11.06.2021 to 29.06.2021 up to 5:00 P.M. |
| 5. | Last date of receipt of Bid | :- 29.06.2021 up to 5:00 P.M. |
| 6. | Mode of Receipt of Bids | :- Through Speed Post/ Registered Post (India Post) or by Hand. |
| 7. | Date of opening of Technical Bid and Commercial Bid | :- Date: 01.07.2021 at 11:00 A.M. |
| 8. | Address for Business query and correspondence | :- Chief Executive Officer, District Mineral Foundation, Sundargarh Sundargarh - 770001, Tel- 06622-273846, 8249711593 Website-www.sundergarh.nic.in E-mail Id- dmfsundergarh@gmail.com |
| 9. | The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Sundargarh District website (www.sundergarh.nic.in). Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query then contact E-mail ID - dmfsundergarh@gmail.com . | |

Bids Submitted beyond the manner prescribed in the tender documents shall be rejected.

The detail terms & conditions, bid documents can be available in the website, www.sundergarh.nic.in


Collector-cum- Chairperson
DMF, Sundargarh

Memo No. 2197 /DMF Dt. 9.06.2021

Copy to DIO, NIC, Sundargarh with a request to upload this Bid Identification Notice in the Sundargarh District Web-Site www.sundargarh.nic.in by **11.06.2021** for wide publication and timely response by the intending Agency's.


Collector-cum- Chairperson
DMF, Sundargarh

Memo No. 2198 /DMF Dt. 09.06.2021

Copy to the A.D.M., Sundargarh/ Rourkela/ Sub-Collector, Sadar/Panposh/Bonai/ All Block Development Officers of the District/Executive Engineer, R&B Division, Sundargarh/Rourkela/ Executive Engineer, RW Division, Sundargarh/Rourkela/ Executive Engineer Minor Irrigation Division ,Sundargarh/ Executive Engineer, Irrigation Division ,Sundargarh/ Executive Engineer, Rukura Irrigation Division, Panposh/ Executive Engineer, RWSS Division, Sundargarh/Rourkela/ Executive Engineer, OLIC, Sundargarh/ Rourkela/ Executive Engineer, PHED, Rourkela/Executive Officers of Urban Local Bodies of the district/ DI & PRO, Sundargarh/ Rourkela for information and with a request to display this Tender Notice in their respective office Notice Board for wide publication.

Copy to Addl. P.D.(Tech.), DRDA, Sundargarh/ Asst. Director, OREDA, DRDA, Sundargarh/ Asst. P.D.(Finance), DRDA, Sundargarh/ Asst. P.D.(RH), DRDA, Sundargarh/ Junior Engineer(Estimator), DRDA, Sundargarh/Cashier, DRDA, Sundargarh/ DMF Cell, Sundargarh/ Notice Board of DRDA, Sundargarh for information & necessary action.


Collector-cum- Chairperson
DMF, Sundargarh

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PART-1 (TECHNICAL BID)

1. NOTICE INVITING TENDER

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

Sealed Bids in **TWO** separate sealed Envelopes indicating clearly "**Envelop - No.1 - Technical bid**" and '**Envelope No.2 –Price bid**', shall be addressed to **Chief Executive Officer, DMF, Sundargarh** and Envelops should also be super scribed **SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (CHPC) FOR CLEANING TOILET & BATHROOM WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT**. Last date for the submission of tender is **29.06.2021 up to 5.00 pm**.

1. This tender document can be downloaded from the website of www.sundergarh.nic.in .The tender document will be available on the website, till the last date of submission.
2. The two envelopes must carry the following:

Envelope no. 1:

- a) "Technical bid" of tender with every page signed and stamped by the bidder.
- b) An initial part amount of **Rs 1,00,000/- (Rupees One Lakh Only) towards Earnest Money Deposit (EMD)/ 10,000/- Tender Paper Cost** by way of Demand Draft (DD) from Nationalized/Scheduled Bank, to be submitted along with "Technical Bid" in a separate envelop. EMD envelop shall be super scribed as EMD towards "**SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (CHPC) FOR CLEANING TOILET & BATHROOM WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT**". The Tender without EMD shall be rejected out. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder. Power of attorney authorizing the person to sign the tender.

Envelope No.2:

- a) Price Bid shall be addressed to **Chief Executive Officer, DMF, Sundargarh**.
 - b) Envelope No.2 shall not contain any condition whatsoever and any conditional price bid shall be rejected.
 - c) Price Bid envelopes shall be opened only in respect of those tenderers who are found to be eligible as per the prequalification criteria specified by DMF and have complied with all the requirements in tender document.
3. If the last date of receipt or opening of the tenders happens to be a holiday, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

4. Before filling up the tenders, the bidders may note the following:
- a. The bids shall remain valid and open for acceptance for **03 months** from the date of opening of Envelope No.1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the DMF, then the DMF without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
 - b. **Time of Completion:** Time is the essence of the contract. The Agency shall be allowed to execute the work after working hours, in nights & on holidays, with the prior permission from DMF. No extra payments will be made for the work being done during the odd hours. **Date of commencement shall be either one-week, from the date of issue work order or the day on which The Agency will take possession of site, whichever is earlier.** The work shall be completed within **60 Days** from the date of commencement.
 - c. The quantum of liquidated **damages** for delay in completion of the works per week shall be calculated at **0.50%** of the estimated cost subject to maximum of **5%** of the accepted tender amount.
 - d. The tenderer should quote the rates in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by The Agency in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
 - e. The tenderers must include in their tender prices quoted for all duties royalties, GST, cess or any other taxes or local charges, transportation charges, installation charges, labour charges etc. if applicable. No extra claim on this account will in any case be entertained.
 - f. The tender document must be filled in English. If any of the documents are missing or unsigned in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within after communicating the same, otherwise the tender will be rejected.

- g. DMF reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- h. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- i. All taxes including GST or any other payable/ prevailing tax on material or on finished works etc, in respect of this contract shall be payable by tenderer and the DMF will not entertain any claim whatsoever in this respect over the quoted price.
- j. The tenderer, apart from being a competent Agency must co-ordinate himself with all the agencies as and when required.
- k. Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the DMF in any circumstances.
- l. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. DMF reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment /execution of work. Agency will be paid for the actual work done at the site duly verified by the concerned official of the DMF.
- m. If the rate quoted by The Agency for any item / items are not workable or abnormally lower than the market rate, the full and final payment of The Agency will be settled after the satisfactory execution of these item.
- n. DMF does not bind itself to accept the lowest or any tender at all. DMF also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
- o. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to CEO, DMF, Sundargarh who will review the questions and if information sought is not clearly indicated or specified, DMF will issue clarifications to all the tenderers which will become part of the Tender Document.

- p. DMF will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of DMF before three working days prior to the last date of submission of the tender.
- q. DMF also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- r. The successful bidder shall execute an agreement on non-judicial stamp paper with DMF in accordance with the standard format enclosed (Articles of Agreement) within 07 days from date of issue of work order failing which the bidder's EMD may stand forfeited.
- s. Defect Liability Period: The Defects Liability Period shall be for a period of (05) Five years. Any defect that may appear within the Defects Liability Period, shall be rectified by the Agencies without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the DMF, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the DMF shall be recovered from any money due to The Agency at the cost and risk of The Agency. Only, after all the defects pointed out during the Defects Liability Period have been rectified by The Agency to the satisfaction of the DMF, thereafter, the Security Deposit/ RMD will be refunded to The Agency.
- t. All the necessary works related to the Job component like preparation of preliminary and as built drawings, liasoning with the local authorities, govt. bodies for any type of NOC, clearance etc.; shall be under the scope of the party.

2. FORM OF TENDER

To

**The Collector & Chairperson,
DMF, Sundargarh.**

Dear Sir/Madam

SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (CHPC) FOR CLEANING TOILET & BATHROOM WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT

I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you.

1. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
2. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
3. I / We enclose herewith interest-free **Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees One Lakh Only)** by Demand Draft payable at Sundargarh in favour of "CHIEF EXECUTIVE OFFICER, DISTRICT MINERAL FOUNDATION" and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.
4. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with DMF as per the format given at **Annexure B**.
5. I/ We agree to pay all Government (Central and State) Taxes such as IT, GST etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.
6. The rate quoted by me / us is exclusive of GST.
7. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the currency of the contract.

8. I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

Place

Signature

Date

Seal

3.PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

The Bidding Firm/Company: -

1. Bidder must be a OEM / their Authorisation against tender for participation. Manufacture can Authorised only one bidder. If bidder is bidding with OEM's Authorisation then OEM cannot participate directly.
2. Bidder /manufacture must be submitting the manufacturing proof of the same item.
3. Documents (Audited Balance Sheets of last 3 financial year, Profit & Loss Statements and Auditor's Reports of last 3years, IT return documents of last 3 years, GST registration certificate, PF, ESIC registration certificate).
4. Bidder /manufacture must be submitting warranty certificate of 5 years for the quoted models on their letter head.
5. The average annual turnover of the bidder for last three years must be greater than 2 crores & the certificates from the CA must be attached with the bid.
6. Bidder must submit the solvency certificate of minimum one crore from any nationalized bank.
7. Bidder must have permanent local office /service set up in sundargarh district . If there is no service centre in sundargarh then the company has to set up a service centre within 10 days of issue of work order .
8. Declaration of manufacture/OEM from their letter head (must having registered/branch office at Odisha with their service team details).
9. **Joint venture against tender for participation is not acceptable.** Only direct manufacture or their authorized agency can be participating by fulfilling of eligibility criteria. L1 bidder cannot sublet the contract.
10. Bidder must have either Trade License or Shop & commercial license from the appropriate Govt. Authority.
11. OEM must have supplied cumulatively 300 nos. of High-pressure cleaner & Purchase order to any Govt./PSU/Govt. Undertaking organizations during last 3 years.
12. OEM should not form any country connecting to the geographical borders of INDIA. OEM must provide the declaration of place of origin/ place of manufacturing their letter head.
Bidder should furnish copies of their Income Tax Permanent Account Number (PAN), GSTIN registration, ESI registration, EPF registration, Certificate of Incorporation, Memorandum of Association and Article of Association and Power of Attorney in the name of person submitting the offer along with board resolution etc. along with the bid. In addition, Bank details like name of bank, branch, branch code, Bank Account Number to be submitted.
13. Should have successfully completed in last 05 Year, in the field of Supply High Pressure Cleaner (HPC) For Cleaning Toilet & Bathroom to Central/ State government or PSU.
 - 13.1 Three similar works whose value is not less than Rs.40.00 lakh each or
 - 13.2 Two similar works whose individual value is not less than Rs. 80.00 Lakh each or
 - 13.3 One similar work whose value is not less than Rs.120.00 Lakh .

4. General Conditions

1. As the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the DMF.
2. Supply of manpower with tools and tackles etc. for training /services in the district to carry out the miscellaneous supply works as directed by the DMF.
3. All the jobs given to The Agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
4. If the job is delayed beyond the given schedule, DMF shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
5. The equipment's will carry five years on site comprehensive warranty. Warranty period will start from the date of successful supply & demonstrate of all the items at site.
6. The Agency should have to demonstrate the equipment whenever & wherever as desired by the client within the district.

5. GENERAL INSTRUCTIONS TO THE AGENCY'S

1. Quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of DMF.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The Agency should furnish Rate Analysis for scrutiny of the rates to DMF, if required.
3. Rates should include all Taxes, Duties, Octroi, Levies, Transportation charges, installation charges, Wages as per Act, GST and all other charges etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account. Rates for all items of work are deemed to include costs for all operations involved in adhering to the specifications (including the IEE Rules/Regulations of the local licensing Authority CEA of the Fire Insurance/Explosives Authorities, the I.S.S.) Unless there is a provision to the contrary in the schedule of quantities.
4. Income Tax (TDS) and other applicable taxes as per statutory provisions will be deducted from total payment due to The Agency's.
5. Insurance: The Agency, is required to keep the works duly insured in the joint names of DMF and The Agency (DMF's name being first) until the completion of defect liability period of the works. From commencement to completion of the works, The Agency shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening, explosion, earthquake, storm, hurricane, short circuits , floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. Explanation: For the purpose of this condition, the expression "from the commencement to completion of defect liability period of the works " shall mean the

- time commencing from the issue of the work order to The Agency and ending with successful completion of work. The following insurance policies are required to be taken by The Agency;
6. Contactor all risk policy: Without limiting the obligations and responsibilities under this condition, The Agency shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, The Agency shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by The Agency. The said insurance shall also provide for the removal of debris of the lost or damaged works.
 7. Workmen Compensation Policy : The Agency shall at all times indemnify the DMF against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, DMF State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or around the work whether in the Employment of the DMF, or Agency or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
 8. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
 9. The Agency shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Supply / Maintenance Contract and DMF will not in any way be liable or responsible for any default / irregularities / penalties on The Agency's part.
 10. The Agency shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, EPF and NP Act,1952 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. DMF shall not be held responsible for any penalty or failure of any Labour Regulations. DMF shall have the power to inspect the Wage Register, PF Register and for physical verification of salary paid to the staff and PF deduction with reference to any records of The Agency and to insist The Agency to comply with Laws.
 11. In case of any discrepancy in deduction of PF by The Agency, DMF is compelled to deduct the amount and pay to PF authorities towards contract employees' a/c on behalf of The Agency.
 12. The Agency should be responsible to fulfil all the obligations in connection with the workers employed by The Agency for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workmen Compensation, if any, etc. in connection therewith shall be on The Agency's account and payable by The Agency.
 13. The Agency should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.

14. The Agency or his authorized representative should visit the site frequently as required by DMF and meet them with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
15. The Agency shall be fully responsible and shall compensate DMF with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of The Agency or his agents and / or his employees or workmen. The decision of DMF in this regard shall be final and binding.
16. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by The Agency resulting in any loss to DMF in kind or cash will be viewed seriously and DMF will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
17. In case of any default or failure on Agency's part to comply with all/any one of the Terms / Conditions, DMF reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Agency and / or by taking recourse to appropriate recovery proceedings.
18. If any dispute arises on any matter concerning this Contract, the decision of DMF shall be final and binding.
19. The Agency should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
20. The work should be carried out with least inconvenience to the residents. The workmen employed by The Agency should abide by the Rules and Regulations maintained by DMF in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
21. The Contract can be terminated by DMF on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to The Agency.
22. On site storage space will be provided to The Agency subject to availability. However, The Agency may erect temporary sheds for storage purposes at his cost with the permission of DMF. DMF will not be responsible for Agency's materials. The Agency may be required to vacate the storage space and sheds as per exigency without any extra cost to DMF. If any statutory charges are required to be paid for erection of sheds, the same should be borne by The Agency.
23. The Agency shall provide everything necessary for the proper execution of the works. DMF will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by DMF. The Agency shall supply, fix and maintain all the scaffoldings, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
24. The Agency shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of DMF.
25. **RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD)**: Five percent (5 %) of the gross value of the work done and claimed in the Bills shall be deducted towards Retention Money Deposit. This amount shall not bear any interest. The EMD already with DMF shall be refunded within 3 months after settling the Final Bill. The Security Deposit will not bear any interest and will be refunded in equally five instalments in every year from the date of Completion of works,

- provided The Agency has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of DMF. It will be released annually in 5 equal installments.
26. Any defects or shortcomings found during execution of work and during the five-year period from the completion of the entire work shall be attended/rectified by the tenderer immediately without any extra cost to the DMF. In case of failure to do so within 10 days from such notice from the Bank, the DMF may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to The Agency at the cost and risk of The Agency.
 27. **CERTIFICATE OF COMPLETION OF WORKS:** The Agency shall report in writing to the DMF in the form of a Certificate as per the format given at **Annexure A**, as and when the works are completed in all respects. The DMF shall, after due verification of the works, issue to The Agency a certificate to be called "**Completion Certificate**". The defects liability period shall commence only from the date of completion of the work i.e. actual possession of the work.
 28. All the items should be properly packed and sealed in a kit . Bidder shall give sample Demonstration in front of tender committee during technical/financial bid opening date 30.06.2021
 29. You are requested to ask any query related to this EOI on or before Date 22-06-2021 through Email- dmfsundergarh@gmail.com. No query will be answered after Date 22-06-2021.
Contact Person:- 8249711593 (Sribastaba Patra)
 30. If the space in the Performa is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the Performa and serial number. Separate sheets shall be used for each part.
 31. Any letter or document accompanying the Performa shall be submitted in duplicate.
 32. Tenders containing false and/or inadequate information are liable for rejection.
 33. While filling up the Performa with regard to the list of important projects completed or on hand, the applicants shall only include those works as mentioned in pre-qualification criteria.
 34. Clarifications if any required may be obtained from the Competent Authority.
 35. While deciding upon the selection of Agencies for participating in the Price bid, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items. Also, emphasis will be given to the applicants who have executed majority of the similar works.
 36. Decision of the DMF in regard to selection of agency's for selecting them for price bidding will be final. The DMF is not bound to assign any reason therefor.
 37. Each page of the tender document shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.
 38. **PAYMENT OF AGENCY'S BILL:**
 - i. The Agency shall be entitled under the Interim Certificates, payment against the checked bills for the work done not prior to 20 days from the date of issue of the work order subject to the actual work being executed in accordance with the contract, and reasonable scrutiny by DMF.
 - ii. Interim Bills submitted by The Agency will be paid by DMF after all the statutory deductions viz.

RMD @ 5 %, TDS and other statutory deductions etc., as applicable.

- iii. Retention Money Deposit at the rate of 5 % (Five percent) of the value of the work executed shall be deducted from running interim bills shall constitute the Security Deposit. The Security Deposit shall be released annually i.e. 1 % value of the work in every year from the date of Completion certificate, provided the defects are made good according to the true intent and meaning thereof after due completion of work.

39. **DELIVERY PERIOD**: The items should be delivered within **60 Days** starting from 01 week from the date of issue of work order or the date on which Agency takes the possession of site, whichever is earlier.

39.1 The delivery will be at Gram Panchayat/ Village/ Camp or Suitable place informed by the Authority

39.2 On each order of supply the delivery of the above items should be completed within 60 days and to be informed and submit duly acknowledged by the District Mineral Foundation, Sundargarh.

39.3 Any delay in the period mention above in clause 30.2 will attract penalty such as forfeiture of the security money to be determined by the purchaser.

39.4 Packaging and Labelling: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. Vendor is responsible to ensure, by contacting the DMF, that the shipping has been properly done i.e., all the items/goods have properly reached the DMF.

39.5 Inspection and Acceptance: Material procured from vendor shall be inspected and tested by the DMF representative. If deemed necessary by the DMF, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the DMF during the performance of the order.

39.6 If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the DMF may, by written notice to the Vendor:

- i. Rescind the purchase/supply order as to such non-conforming Material;
- ii. Accept such material at an equitable reduction in price;
- iii. Reject such non-conforming material and require the delivery of suitable replacements

40. If the vendor fails to deliver suitable replacements promptly, the DMF, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.

41. Collector & chairperson has rights to check the quality of material from Government testing laboratory & the cost of such test has to be borne by the agency.
42. **DELAY AND EXTENSION OF TIME:** If, in the opinion of the DMF the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through The Agency's own default or (d) by the works or delays of other Agency's or tradesmen engaged or nominated by the DMF and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of DMF 's instructions, or (f) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Agency not having in due time necessary instructions from the DMF for which he shall have specifically applied in writing, ahead of time, giving the DMF reasonable time to prepare such instructions, the DMF shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lockout, The Agency shall, as soon as may be, given written notice thereof to the DMF, but The Agency shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the DMF to proceed with the work
43. Additional Terms and Conditions as per enclosure.

I/we accept all the above Terms and Conditions in all respects without any reservation.

With seal & Signature.

6. TERMS AND CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. Bidders are advised to visit the district at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as may be necessary from DMF before quoting the rates.
3. Rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax, Octroi, GST etc. as applicable, overheads and profit etc. No separate charges for carriage or labour would be made. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the bidder.
4. No escalation shall be allowed on the rates of this contract.
5. The Agency shall at the instructions of the DMF within such time as notified, open up for inspection any work and should The Agency refuse or neglect to comply with such instructions, the DMF may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from The Agency from any money due or which may become due to The Agency.
6. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates
7. The bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained.
8. No bidder will be allowed to withdraw his Tender during the validity period.
9. Rates should be filled in the Bidders Schedule of Quantity in the Price –Bid neatly and no correction shall be made. Corrections, if any should be duly authenticated by the signing authority. The rates quoted should be written legibly in words.
10. No advance shall be paid towards mobilization and cost of materials.
11. The Agency has to make his own arrangement of stay for his employees.
12. The Agency shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
13. The Agency shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
14. Notwithstanding anything stated above, DMF reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of DMF.

15. The decision of DMF in awarding the work shall be final and cannot be subjected to arbitration.
16. DMF reserves the right to accept / negotiate / reject any Quotation either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, DMF shall be under no obligation to accept the lowest or any other Quotations received in response to this Quotation. The decision of DMF in this regard shall be final and indisputable.
17. DMF also reserves the right of supersession of any of the conditions stipulated in the Quotation Document.
18. Testing of Materials: The Agencies are required to submit samples of the machines for the approval of the DMF. The materials of brand names, if any, given in the contract shall only be selected.
19. Bill: The bill has to be submitted by The Agency's as early as possible after the completion of the work.
20. Idle Labour Clause: In case the proposed work is held up for any site conditions not attributable to The Agency or for any decisions/ instructions/ want of details from DMF or for any of the untoward situation, The Agency shall be allowed reasonable extension of time by the DMF but any additional/ extra claim for payment to idle labour/ tools/ establishment/ plant etc, during this period shall not be the liability of the DMF. The quoted rates should include for all such contingencies.
21. Whatever the reasons be, no claim for idle labour, additional establishment, cost of labour charges of tools and plants would be entertained under any circumstances.

7. SPECIFICATIONS FOR HPC (High Pressure Cleaner)

Note 1. These specifications are not meant to be exhaustive and prescribe the minimum acceptable standards. Where these do not cover certain items and aspects, the best engineering practice/Bank engineer's instructions shall be followed.

Note 2. All codes and standards means the latest. Necessary I.S. Codes are mentioned along with these specifications and all relevant codes with divisions published on date shall be applicable.

1. SUPERVISION

From The Agency's side supervision shall be carried out by person/persons holding certificates of competency of appropriate class issued by the respective State Government bodies authorized to issue such certificates under statutory rules and regulations in force.

High pressure Cleaner (Make: STHIL/Makita / Bosch/Stanley black & Decker)

Power Input (Kw): Should be between 2.0 to 2.2 Kw

Motor Type: Should be induction motor type only. Single phase – 230V only

Working Pressure (bar): Should be minimum 110 bar

Max Pressure (bar): Should be minimum 140 bar

Max Water Throughput (Qmax).: Should not be more than 500 L/H

High Pressure Hose with machine: Should be minimum 8 meter

Weight of machine: Should not be more than 21.2 Kg.

Pump material: Should be aluminum pump head and motor casing with wobble plate mechanical system.

Piston Materials: Stainless Steel materials.

Telescopic Extendable handle: Should have pull out telescopic handle for easy to transport & save space in storage

Max Feed Temperature: Should be between 40 °C - 51 °C

Sound Pressure Level: Should be more than 79 dB (A)

Sound Power Level: Should be between 80 dB - 91 dB

Vibration Level: Should not be more than 3.8 m/s²

Features:-

- 1) Built-in hose reel with locking mechanism
- 2) Quick connection for accessories and hose
- 3) Specially designed pistons which are controlled by a connecting rod system resulting in a highly durable construction for heavy duty tasks and prolonged use.
- 4) Auto Stop Function/Total Stop System (TSS) switches the motor on and off when the lance trigger is operated, prolonging the motor life

8 CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to submit the documents against check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed .

1. Tender paper cost Rs..... & EMD cost of bidding value Rs.....
2. Bidder must be a OEM / their Authorisation against tender for participation. Manufacture can Authorised only one bidder. If bidder is bidding with OEM's Authorisation then OEM cannot participate directly.
 3. Bidder /manufacture must be submit the manufacturing proof of the same item.
 4. Documents (Audited Balance Sheets of last 3financial year, Profit & Loss Statements and Auditor's Reports of last 3years, IT return documents of last 3 years, GST registration certificate, PF, ESIC registration certificate).
 5. Bidder /manufacture must be submit warranty certificate of 5 years for the quoted models on their letter head.
 6. The average annual turnover of the bidder must be more than 2 crore & the certificate from the CA must be attached with the bid.
 7. Bidder must submit the solvency certificate of minimum one crore from any nationalized bank.
 8. Bidder must have the permanent Local office & service center in Sundergarh district. The prof of Local Office along with the Service center details must be submit along with the bid.
 9. Declaration of manufacture/OEM from their letter head (must having register office at Odisha with their service team details).
 10. Joint venture against tender for participation is not acceptable. Only direct manufacture or their authorized agency can be participating by fulfilling of eligibility criteria. L1 bidder cannot sublet the contract.
 11. Bidder must have either Trade License or Shop & commercial license from the appropriate Govt. Authority.
12. OEM must have supplied 300 nos. of High pressure cleaner and Purchase order to any Govt./PSU/Govt. Undertaking organizations during last 3 years.
13. OEM should not form any country connecting to the geographical boarder of INDIA. OEM must provide the declaration of place of origin/ place of manufacturing their letter head.

Bidder should furnish copies of their Income Tax Permanent Account Number (PAN), GSTIN registration, ESI registration, EPF registration, Certificate of Incorporation, Memorandum of Association and Article of Association and Power of Attorney in the name of person submitting the offer along with board resolution etc. along with the bid. In addition, Bank details like name of bank, branch, branch code, Bank Account Number to be submitted.

ANNEXURE 1

OEM AUTHORISATION LETTER

Original Equipment Manufacturer's authorization letter (in Original Letter Head of OEM)

To,

DMF, Sundargarh

Dear Sir,

Subject : Direct Manufacturers Authorization

Ref : Tender No: _____ **dated**-----

Name of Work "SELECTION OF AGENCY FOR SUPPLY OF HIGH PRESSURE CLEANER (CHPC) FOR CLEANING TOILET & BATHROOM WITH 5-YEAR WARRANTY IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT."

We, an established and reputable manufacturer of Cleaning Equipment having Corporate / Registered office at (address of OEM) do hereby authorize (name of Agency) and having their office at (Agency's address) as our representative to submit a above bid _____ dt _____ and subsequently negotiate and sign the contract with you for the supply of goods manufactured by us and authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract

We hereby confirm and extend our full guarantee / warranty of three years for the products supplied by the above Agency for the said work.

Yours faithfully,

for

Signature of Officer Authorized to sign this Document on behalf of the OEM.

PROFORMA-2

a) General details about The Agency

| S. No. | Description | Information to be filled up by The Agency's |
|---------------|--|--|
| 1 | Name of the Agency /Organization and address of the Registered Office | |
| 2 | Year of establishment | |
| 3 | Type of the Organization (whether Sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.) | |
| 4 | Name of the Proprietor/Partner/Directors of the Organization/Firm: | |
| 5 | Details of Registration - Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number | |
| 6 | Whether registered with Government/Semi-Government/Municipal Authorities or any other Public Organization and ifso, in which class and since when? | |
| 7 | Experience in the Relevant field | |
| 8 | Areas of business activities other than this work | |

| | | |
|----|---|--|
| 9 | Address of business activities other than this work, if any and place of business | |
| 10 | Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge | |
| 11 | Adequate and satisfactory evidence to indicate financial capacity of the Organization to undertake the said construction work with names of Bankers and their full addresses (Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached) | |
| 12 | Yearly turn-over of the Organization during last three years (Rs.) | |
| 13 | Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details. in the table given below: | |

Note: Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.

3 Bank Account Details for ECS Payments Details to be furnished by the Tenderers/Agency's/Service Provider/Firm

1. Name of Agency/Firm/Co./ :
Service Provider with Address
2. Name of the Bank of The Agency/ :
Service Provider
3. Bank Branch and Address :
4. Title of Account where payment is : Required, Exact wording of the account
5. Account No. : Savings/Current/Overdraft/Cash
6. Type of Account : Credit/Advances/NRE Savings etc.
7. MICR No. of the Bank branch :
(along with a cancelled copy of the
cheque)
-
8. IFSC / RTGS / NEFT No. :

Note: Enclose a copy of PAN & Cancelled Cheque

Place:

Yours faithfully

Date:

**Name and Address of the
Tenderer/Agency/Firm/Co.
/Service Provider (Signature of the
Tenderer/Agency/Firm/
Co. /Service Provider) Address and
Sea**

4 AVERAGE ANNUAL TURNOVER STATEMENT

The Average Annual Turnover statement of.....<name of the organization>, at..... <address of the organization >, for the last three financial year are given below and certified that the statement is true and correct.

| Sl. No. | Financial Year | Turnover in lakhs (₹) |
|----------------|-----------------------------------|------------------------------|
| 1 | 2018-19 | |
| 2 | 2019-20 | |
| 3 | 2020-21 | |
| | Average annual turnover statement | |

Date:

Signature of Chartered Accountants

Place:

Seal:

5 Self-declaration by Bidder for not being blacklisted

[ON BIDDERS LETTERHEAD]

To

**Collector and Chairperson
District Mineral Foundation,
Sundargarh (Odisha) Pin 770001**

Sub: Declaration of no valid ineligibility for corrupt or fraudulent practices or blacklisted by Government (Central or State)/Semi-Govt. or PSU as on 09-06-2021

Ref: Supply and delivery of Personal Protective Equipment and other essential articles to the workers at different locations of Sundargarh District.

Sir/ Madam,

In response to the above mentioned RFP I, _____, as _____ <Designation> _____ of M/s _____, hereby declare that our Company / Firm _____ has not been declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-Govt. or PSU in last years from the date of submission of bid.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

PART-2 (PRICE BID)

Rate contract for Cleaning Equipment (CHPC) use for Toilet & Bathroom Cleaning with 5-year warranty for Sundargarh District

| SR. NO. | DESCRIPTION OF ITEMS | UOM | QTY | UNIT RATE (Rs.) | TOTAL BASIC AMOUNT |
|--------------|--|-----|-----|-----------------|--------------------|
| 1 | Supply & Demonstration of High pressure Cleaner at the required area/ building in Sundargarh District including cost of transportation And training of the staff. | nos | 1 | | |
| 2 | Supply of All accessories a. Flat Wash Brush b. Patio Cleaner or Rotating wash brush | Set | 1 | | |
| | | GST | | | |
| TOTAL | | | | Rs. | |

Note:

1- Above rates shall including GST, all applicable taxes, fees, duties, levies, transportation charges, insurance charges, installation charges, material charges, labour charges and all other charges required for the successful completion of work.

2- Price Bid shall not contain any condition whatsoever and any conditional bids shall be rejected.

3- Unit cost of the Equipment shall be valid for one year from the date of agreement.

4- Selection on the basis of lowest Quoted Rate (L 1)

SIGNATURE

OF BIDDER

NAME OF

BIDDER

:

COMPANY SEAL

:

