



ଜିଲ୍ଲା ଖଣିଜ ପଦାର୍ଥ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼.

DISTRICT MINERAL FOUNDATION, SUNDARGARH.

BID REF. NO: - DMF/SNG/15-2021-2022

Date: - 25.03.2022

"REQUEST FOR PROPOSALS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SOLAR BLINKERS AT DIFFERENT LOCATIONS/POINTS OF ROADS IN SUNDERGARH DISTRICT WITH 5 YEARS OF MAINTENANCE AND REPLACEMENT WARRANTY"

ISSUED BY:
COLLECTOR CUM CHAIRPERSON,
DISTRICT MINERAL FOUNDATION,
SUNDARGARH (ODISHA) 770001
Tel- 06622-273846
INDIA



District Mineral Foundation
Collectorate premises, Sundargarh-770001
Email ID: dmfsundergarh@gmail.com
Tel No. - 06622-273846

ଜିଲ୍ଲା ଖଣିଜ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼
DISTRICT MINERAL FOUNDATION, SUNDARGARH

Letter No. S37/(DMF)

Dated 23 / 03 / 2022

RFP No.- DMF/SNG/15-2021-22

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 "Request for Proposals for Supply, Installation, Testing & Commissioning of Solar Blinkers at Different Locations/Points of Roads in Sundargarh District With 5 Years of Maintenance and Replacement Warranty" 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	:-	Request for Proposals for Supply, Installation, Testing & Commissioning of Solar Blinkers at Different Locations/Points of Roads in Sundargarh District With 5 Years of Maintenance and Replacement Warranty
3.	Tender Paper Cost	:-	Rs. 10,000/-
4.	EMD in DD	:-	Rs.1,00,000/- in favour of The Chief Executive Officer, District Mineral Foundation, Sundargarh from Nationalized Bank
5.	Places where works will be executed	:-	Sundargarh, Odisha
6.	Time Period for submitting the Financial Bid	:-	From 11:00 A.M. of 25.03.2022 to 16.04.2022 up to 5:00 P.M.
7.	Submission of queries if any	:-	04.04.2022 (5.00 PM)
7.	Last date of receipt of Bid	:-	16.04.2022 up to 5:00 P.M.
8.	Mode of Receipt of Bids	:-	Through Speed Post/ Registered Post (India Post), Courier and in no other means.
9.	Date of opening of Technical Bid and Commercial Bid	:-	Date: 18.04.2022 at 11:00 A.M.
10.	Address for Business query and correspondence	:-	Chief Executive Officer, District Mineral Foundation, Sundargarh Sundargarh -770001, Tel- 06622-273846 Website-www.sundergarh.nic.in E-mail Id-dmfsundergarh@gmail.com

Collector-cum- Chairperson
DMF, Sundargarh

Dt. 23-03-22

Memo No. S38 /DMF

Copy to DIO, NIC, Sundargarh with a request to upload this Bid Identification Notice in the Sundargarh District Web-Site www.sundergarh.nic.in by **25.03.2022** for wide publication and timely response by the intending Bidders.

Collector & Chairperson,
DMF, Sundargarh

Memo No. 539 / (DMF) Dated 23-03-22 //

Copy to the A.D.M., Sundargarh/ Rourkela/ Sub-Collector, Sadar/ Panposh/ Bonai/ All Block Development Officers of the District/Superintendent Engineer, R&B Division, Sundargarh/ Rourkela/ Superintendent Engineer, RW Division, Sundargarh/Rourkela/ Superintendent Engineer Minor Irrigation Division, Sundargarh/ Superintendent Engineer, Irrigation Division, Sundargarh/ Executive Engineer, Rukura Irrigation Division, Panposh/ Superintendent Engineer, RWSS Division, Sundargarh/Rourkela/ Executive Engineer, OLIC, Sundargarh/ Rourkela/ Superintendent 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/ to Addl. P.D.(Admn.), 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. They are requested to remain present during opening of the Bid Documents.


Collector & Chairperson,
DMF, Sundargarh

DISCLAIMER

- 1) All information's contained in this RFP subsequently provided are in good faith. This RFP is not an agreement or an offer by DMF to the prospective applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their applications pursuant to this RFP.
- 2) DMF accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.
- 3) DMF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 4) The issue of this RFP does not imply that DMF is bound to select any Agency/applicant or to appoint the selected applicant. DMF reserves the right to cancel this request for RFP and/ or invite afresh with or without amendments to this request for RFP, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is merely indicative.

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1.0 Scope of Bid:

- 1.1 The Collector cum Chairperson, DMF, Sundargarh invites bids for "as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Notice Inviting Tender.
- 1.2 The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the Contract Data (Part I General Conditions of Contract).

2.0 Eligible Bidders:

2.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

2.2 Qualification of Bidders:

All bidders shall furnish copy of the following information and documents with their bids.

2.3 Qualification Information.

- 2.3.1 Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
- 2.3.2 Copy of government experience certificate in works of a similar nature (Supplying of LED Blinkers or any Street lights) and size for each of the last seven years with certificates from the concerned officer of the rank of Executive Engineer or equivalent to similar nature of work of electrical installation on road, road furniture work.
- 2.3.3 The manufacturer/bidder should have work orders from any State Govt/Central Govt/ any PSU's.
- 2.3.4 Copy of Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the last three years
- 2.3.5 Copy of Information regarding any litigation or arbitration during the last Five years in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;
- 2.3.6 Bids from joint ventures consortiums, combination or any sort of arrangement between two or more than two entities are not allowed.
- 2.3.7 The Agency must have GSTIN Number and submit a self-attested copy of certificate of Registration
- 2.3.8 The Agency must have PAN Number and submit a self-attested copy of certificate of PAN Card
- 2.3.9 The Agency must have submitted Income Tax Return for last three years (2018- 19, 2019-20 & 2020-21). Copies to be attached.
- 2.3.10 The agency must attach a turnover certificate dully signed by the chartered Accountant for the last three financial year i.e. F.Y. 2018- 19, 2019-20 & 2020-21. Minimum average annual turnover should not be less than INR 1.00 Cr. Agency also must have attached a Chartered Accountant certificate for turnover and Net worth of the company.
- 2.3.11 An undertaking to the effect that the firm has not been blacklisted / banned/ suspended/ debarred from any organization/ institute and no case is pending with the police or in court of law against their name, duly notarized. If the same is found at any point of time in any circumstance, the contract shall be terminated and performance guarantee shall be forfeited
- 2.3.12 **Bidder should have their own/ leased vehicle mounted hydraulic ladder for maintenance of Solar Blinker.**

- 2.3.13 Bidder must be OEM Authorisation certificate against tender for participation. Manufacture can Authorised only one bidder. Manufacture must be manufacturing Solar Blinker / led fixtures.
- 2.3.14 **Performance Security:** - Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of **Five percent** of the Contract Price, valid for the period of 62 months after signing of the contract.
- 2.3.15 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in favour of the Chief Executive Officer, District Mineral Foundation, Sundargarh.
- Copy of entire tender document must be numbered page-wise and duly self-attested and stamped on each page as a token of acceptance of our terms and conditions.
 - Bidder must have its Local office in the district of Sundargarh. The proof in this regard must be submitted on or before sign of Agreement .
- 2.3.16 The contractor shall take all necessary measures for the safety of traffic during construction period, erect and maintain such barricades, including signs, markings, flags, lights and flagman, as necessary at either end of the excavation embankment and at such intermediate points as directed by the Engineer for the proper identification of construction area. The Contractor's rate shall include above items of work and nothing extra shall be paid to Contractor. He shall be responsible for all damages and accidents caused due to negligence on the par
- 2.3.17 Bids from joint ventures consortiums, combination or any sort of arrangement between two or more than two entities are not allowed.
- a) Achieved an average annual financial equal to the amount indicated in DTCN during last three years ending 31st March of the previous financial year i.e. of 2020-21 duly certified by Chartered Accountant. (Not withstanding anything to the contrary contained herein, in the event that the bid due date falls within three months of the closing of the latest financial years, it shall ignore such financial year for the purpose of the bid and furnish annual financial turnover w.r.t. 3 years preceding in last financial year).
- 2.3.18 The similar work constitutes experience in Electrical Installation on Road and Road furniture works in any government sector.
- 2.3.19 The Bidder must submit a solvency Certificate of Minimum 2 Crore along with the tender. The solvency certificate must be issued within 3 months from the last date of the Bid Submission.
- 2.3.20 The solar panel & batteries shall be manufactured in India.

3.0 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- 3.1 made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- 3.2 Tampered the bid document in any manner.
- 3.3 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from any Govt./ PSU's

4.0 Instruction to Bidders

4.1 One Bid per Bidder

Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause such bids to be disqualified.

4.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs

4.3 Site Visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering in to a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

4.4 Clarifications on Bid Documents

A prospective Bidder requiring any clarification on the bid documents may notify to DMF in writing at the above-mentioned address indicated in the RFP. DMF Sundargarh will respond to any request for clarification received earlier than 10 days prior to the dead line for submission of bids.

The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, bill of quantities, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

4.5 Amendment of Bidding Documents

Before the dead line for submission of bids, the DMF, Sundargarh may modify the bidding documents by issuing addendum/Corrigendum .

Any addendum thus issued shall be part of the bidding documents and shall be hosted on the website – www.sundergarh.nic.in

To give prospective bidders reasonable time to take an addendum in to account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids,

4.6 Preparation of Bids

Language of Bid-All documents relating to the Bid shall be in English.

4.7 Documents Comprising the Bid

The two envelopes must carry the following:

Envelope 1- This shall be named **Technical Bid** and shall comprise of information to be submitted as requirement in this RFP.

Envelope 2- It shall be named **Financial Bid** and shall comprise of Priced bill of quantities

4.8 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be released through RTGS/NEFT .

4.9 Bid Validity

Bids shall remain valid for a period of 120 days after the deadline date for bid submission. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders "responses shall be made in writing.

4.10 Alternative Proposals by Bidders

Bidder shall submit offers that fully comply with the requirement of the bidding documents. Conditional offer or alternate offer will not be considered further in the process of evaluation and the bid will be declared non-responsive.

4.11 Corrupt or Fraudulent Practices

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Not with standing anything to the contrary contained herein, DMF, Sundargarh may reject any bid without being liable in any manner what so ever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

Without prejudice to the rights of DMF, Sundargarh , if an bidder is found by DMF, to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by DMF during a period of 2 (two) years from the date such bidder is found by the DMF r to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

DMF, Sundargarh will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either in definitely or for a stated period of time .

4.12 Insurance

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of defect liability period for events (a) to (d), in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant and Materials including MCB, Solar Blinkers and Sign Boards
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

4.13 Arbitration

In case of any dispute or difference arising out of or in connection with the tender conditions/ job order and contract, the DMF and the contract will address the dispute/ difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the DMF.

4.14 Jurisdiction:

The Court at Sundargarh alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/ contract. It is specifically agreed that no court outside and other than Sundargarh court shall have jurisdiction in the matter.

4.15 Time Control:

4.15.1 Progress of work and Re-scheduling programmed.

- I. The Collector cum Chairperson, DMF, Sundargarh shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- II. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the CEO, DMF, Sundargarh or authorized person for approval a Program commensurate to Clause no. 2.1.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- III. If at any time it should appear to the Engineer-in-Charge or authorised person that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge or authorised person, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-Charge or authorised person may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- IV. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- V. The Engineer-in-Charge's or authorised person approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge or authorised person again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

4.16 Extension of the Completion Date.

- I. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, DMF, Sundargarh shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & Security deposit absolutely.
- II. As soon as possible after the Agreement is executed the Contractor shall submit the Time and Progress Chart for each milestone and get it approved by DMF, Sundargarh. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge or authorised person and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- III. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge or authorised person but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge or authorised person to proceed with the works.
 - a. Force majeure, or
 - b. Abnormally bad weather, or
 - c. Serious loss or damage by fire, or
 - d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
 - e. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - f. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- IV. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- V. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge or authorised person in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge or authorised person and this shall be binding on the contractor.

4.17 Compensation for Delay.

- I. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount

calculated at the rates stipulated below as the Engineers of DMF/CEO, DMF (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

- II. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.
- III. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.
- IV. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of-extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

4.18 Personnel

The Contractor shall employ the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and experience are substantially equal to or better than those of the personnel stated in the Contract Data. If the personnel stated in the contract data are not deployed on site by the contractor, it will be treated as a breach of contract and action will be taken.

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

4.19 Quality Control: -

I. Identifying Defects

- The Engineer shall check the Contractor's work according to the MoRTH & IRC specifications and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

II. Tests

- The contractor shall be solely responsible for:
- Carrying out the mandatory tests prescribed in the documents forming part of contract
- For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- The Authority may engage third party for testing of executed items. The payment for the same would be made by the authority

- If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

III. Correction of Defects noticed during the Defect Liability Period.

- DMF shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begin at Completion and is defined in the Contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- Every time notice of a defect is given, the Contractor shall correct the notified defect within the reasonable time specified by the DMF, Engineer's notice as per good industry practice. If any defect including shrinkage cracks, other faults appear in the work within defect liability period, the Engineer shall give Notice to the Contractor of such defects before end of defect liability period and shall extend the defect liability period as long as defects remain to be corrected.

IV. Uncorrected Defects

- If the Contractor has not corrected a Defect/completed the work, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected/completed, and get the defects rectified through some other agency and the Contractor will pay 1.2 times of this amount.
- If the Contractor has not completed the work to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, in no case exceeding one month, the Engineer will assess the cost of having the work completed and get the work completed through some other agency and the Contractor will pay this amount in addition to the damages.

5.0 Cost Control:

5.1 Bill of Quantities

- The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning and maintaining works to be done by the Contractor. Tentative quantities for Supply & installation of Blinkers is 420 nos. in different location of Sundargarh district . Quantities may vary as per the requirement of client .
- The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item for the work executed.

5.2 Cost of Repairs:

- Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of 5 yrs. maintenance Period shall be remedied/rectified by the Contract or at their cost if the loss or damage arises from the Contractor's acts or omissions.

6.0 Termination for Default/Exit from the Project by either party

DMF may terminate the Contract if the Contractor causes a fundamental breach of the Contract

Fundamental breaches of Contract include, but shall not be limited to, the following:

- the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
- the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer
- the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid
- if the Contractor, in the judgement of the DMF, Sundargarh, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - if the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed
- The District Mineral Foundation, Sundargarh may terminate the contract at any point of time where there is a breach of agreement on any ground. A breach of agreement shall be deemed to have occurred when the Agency fails to improve its performance despite three consecutive notices of warning from the district authorities based on physical verification of deficiencies in service by a District Level Inspection Committee.
- In case of failure of the Agency to operationalize the project within the stipulated time frame, the offer may be withdrawn at the discretion of the District Mineral Foundation, Sundargarh and the EMD and security money shall be forfeited.
- Both the parties agreed to the above-mentioned terms and conditions of the contract and two copies of this Agreement have been prepared for each of the party.
- If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible but in no case later than 7 days.

- Without prejudice to any other right or remedies which the Employer may have under this contract, upon occurrence of a Contractor's fundamental breach of contract, DMF, Sundargarh shall be entitled to terminate this contract by issuing a Termination Notice to the Contractor ; provided that before issuing the Termination Notice, DMF shall by a Notice inform the Contractor of its intention to issue such Termination Notice and grant 15 days to the Contractor to make a representation, and may after the expiry of such 15 days, whether or not it is in receipt of such representation, issue the Termination Notice.

7.0 Submission of Queries

- Bidders requiring any clarification on the RFP may notify the Authority in writing by post or e-mail to the address in accordance with relevant Clause. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in relevant Clause, the Authority shall endeavor to respond to the queries within the period specified therein. The responses will be sent by post or e-mail (dmfsundergarh@gmail.com). Format of queries is attached at Annexure 5.

8.0 Evaluation of Technical Bid

- a) The DMF will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firm/ agency at the time of opening of the bids failing which they will not be allowed to participate in the opening of process
- b) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- c) The bidder must produce the original documents towards the eligibility/ qualifying criteria on the date of opening of tender for verification. Besides this DMF has reserve the right to verify the document so submitted from those organizations who have issued such certificates.

9.0 Evaluation of Financial Bid

- a) Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.
- b) DMF also reserves the right to cancel the financial bid of any agency or all agencies, if it is found that the charges quoted are unreasonable or unjustified.
- c) One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids

10.0 SCOPE OF WORK:

- 10.1** Supply, Installation, Testing, Commissioning and maintenance of Solar LED Blinking System in the Road Junctions/ Black spots with required specification as per NHAI/SH/RTO standard along with other additional works required at site. The rate contract is valid for one year .
- 10.2** The Agency has to survey the sites allocated by DMF, Sundargarh and submit the detailed report to this office .
- 10.3** Comprehensive Maintenance Contract (CMC) of the Solar LED Blinking System for **five years**. The date of commencement of the CMC shall be reckoned from the date of commissioning of the solar Blinkers .The delivery of materials & installation at various location is in the scope of the Agency.

11.0 PAYMENTS TERMS: -

Payment schedule after successful completion of the project: -

- 90% of the project cost will be released on submission of bill after successful completion of the project assigned.
- Balance 10% will be released periodically in between the maintenance period. After completion of 1st year – 2%, After completion of 2nd year – 2 %, after completion of 3rd year – 2%, & so on.
- The quoted price is including GST & other tax .
- All the statutory deduction shall be made as per the Govt. rule
- No payment shall be made in advance nor shall any loan from any bank or financial institutions be recommended on the basis of the order of award of work in DMF.
- Quotation price including supply , Transportation & 5 yrs maintenance cost .
- No advance payment against materials shall be paid.

12.0 TECHNICAL SPECIFICATION:

12.1 PREAMBLE: The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified

12.2 GENERAL REQUIREMENTS:

The Technical Specifications in accordance with which the entire work described hereinafter shall be executed and completed by the Contractor shall comprise of the following:

PART – I – GENERAL TECHNICAL SPECIFICATIONS

The General Technical Specifications shall be the “**SPECIFICATIONS FOR ROAD AND BRIDGE WORKS**” (FIFTH REVISION, 2013) issued by the Ministry of Road Transport & Highways, Government of India and published by the Indian Roads Congress, hereinafter referred to as MORT&H Specifications.

PART – II – SUPPLEMENTARY TECHNICAL SPECIFICATIONS

- When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.
- In so far Amended/Modified/Added Clause may come in conflict or be inconsistent with any of the provisions of the MOST Specifications under reference, the Amended/Modified/Added clause and the additional specifications shall always prevail.
- In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order, where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

12.3 Materials

The various materials and fabrication of the traffic signs shall conform to the following requirements

- I. **Concrete-** Concrete shall be of the grade shown on the Contract drawing or otherwise as directed by the Engineer. Concrete Grade should be of minimum M 25 or of the same grade of the road used in road

- II. **Reinforcing steel-** Reinforcing steel shall conform to the requirement of IS: 1786 unless otherwise shown on the drawing. Minimum Grade will be Fe 500 of Sail, RINL, Tata, Jindal
- III. Bolts, nuts, washers- High strength bolts shall conform to IS: 1367 whereas precision bolts, nuts, etc., shall conform to IS: 1364 – HD/HSFG
- IV. **Plates and supports-** Plates and support sections for the sign posts shall conform to IS: 226 and IS: 2062 or any other relevant IS Specifications (IS 800).
- V. **Substrate-** Sign panels may be fabricated on aluminum sheet, aluminum composite panel, fibre glass sheeting, or sheet moulding compound. Aluminum sheets used for sign boards shall be of smooth, hard and corrosion resistant aluminum alloy conforming to IS: 736 – Material designation 24345 or 1900. Aluminum Composite Panel and other materials shall meet the relevant ASTM (D903, E8, E393, and E732) /BS / BIS requirements.
- VI. **Shoulder** mounted ground signs with a maximum side dimension not exceeding 600mm shall not be less than -2mm thick with Aluminum and 4mm thick with Aluminum Composite Material. All other signs shall be at least 2mm thick with Aluminum and 4mm thick with Aluminum Composite Material. The thickness of the sheet shall be related to the size of the sign and support and shall be such that it does not bend or deform under prevailing wind and other loads. All overhead signs made with Aluminum Composite Material shall be minimum 4mm thick to withstand wind and other loads without deformation.
- VII. In respect of signs sizes not covered by IRC: 67:2012 the structural details (thickness, etc.) shall be as per the approved drawings or as directed by the Engineer.

12.4 Installation: -

The traffic signs shall be mounted on support posts, which may be of structural steel angular section conforming IS 800 specification, GI pipes conforming to IS:1239, Rectangular Hollow section conforming to IS:4923 or Square Hollow Section conforming to IS:3589, Sign posts, their foundations and sign mountains shall be so constructed as to hold these in a proper and permanent position against the normal storm wind loads or displacement by vandalism, Normally, signs with an area up to 0.9 Sq.m shall be mounted on a single post, and for greater area two or more supports shall be provided., Post- end(s) shall be firmly fixed into the ground by means of properly designed foundation . The work of foundation shall conform to relevant Specifications as specified.

Solar traffic signal blinker (AMBER) body – moulded polycarbonate, suitable for extreme weather condition power supply-12 v DC front hood made of flexible lens-UV stabilized. Water clear polycarbonate power consumption- 6 watts. This should substitute following: -

- MS Clamp for mounting blinker
- Charge control unit (Built-in type) for protection of battery
- Solar panel (MNRE approved)
- Frame for mounting solar panels
- Battery box with mounting clamps (MS power coated)
- Battery sealed maintenance free (EXIDE-SMF) 12V
- Wire hardness for making connection between solar panel battery and blinkers
- Traffic signal pole- with necessary holes, base plate and duly painted with two coated of traffic yellow paints Size – 6m height and Diameter 75mm

The road signs shall conform to IRC: 67-2012 guidelines.

TECHNICAL SPECIFICATIONS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SOLAR BLINKERS IN DIFFERENT LOCATIONS OF SUNDARGARH DISTRICT WITH 5 YEARS OF MAINTENANCE AND REPLACEMENT WARRANTY	
Diameter	φ 300mm
LED Type	5mm DIP
Colour-Wavelength	Amber 590~594nm
Luminous Intensity under Full Brightness Mode	Y ≥ 500CDd
Power Consumption	≤ 3W
Solar Panel (MNRE Approved) (Monocrystalline silicon)	20W/18V
Lithium battery	11.1V/6.6 Ah *1
EMC (Electro-magnetic Compatibility)	acc. to IEC60598-2-3
Working Temperature	-10°C ~ +55°C
Ingress Protection	IP65 acc. to EN 60529
Impact Resistance	Class IR 3 acc. To EN60598-1
Material of Lens/Housing	UV-stabilized polycarbonate
Continuous Working Period during cloudy and rainy days: 5-7 days	

TECHNICAL BID (Check List)

Sr. No.	General particulars of the Agency	Details to be filled up by the Bidder
1	(a) Name of the Agency	
	(b) Registered address with telephone nos.,	
	Mobile no.	
	E-mail ID	
	(c) Year of Establishment/ Incorporation	
	(d) Authorized Person's a. Name & Designation b. Tel. No. Landline c. E-mail ID: d. Mobile e. fax:	
2	Type of Firm: Private Ltd./ Public Ltd./ Cooperative// Proprietor. (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)	
3	Details of bid document amount (tender fee- Rs. 10,000) Demand Draft no.	
4	Details of Earnest Money Deposit (EMD- Rs. 1,00,000) Demand Draft No.	
5	GST No	GST No. (Copy of self-attested certificate attached) Yes/ No (page No.)
6	The firm/ agency should have PAN No.	PAN No. (Copy of self-attested certificate attached) Yes/ No (page No.)
7	The bidder/manufacturer should have at least three (3) experience in work of similar nature with Central Govt./ State Govt. / PSU's and must -have executed the similar contract as mentioned in the eligibility criteria (Copy of the same to be attached) ANNEXURE 3	Yes/ No Attached Document (Page No.)
8	Copy of Work Order & Satisfactory Performance Report from at least two clients where the Agency has been working/ worked during last three years Attached	Yes/ No (Page No.)

9	Certificate for average annual turnover duly approved and signed by the Chartered Accountant (Financial Year 2017-18, 2018-19 ,2019-20) (Copy of the same to be attached)	Yes/ No Attached the Certificate Approved by Chartered Accountant (Page No.) (ANNEXURE 2)
10	ISO 9001/2015 ,IP 65 Certificate	Certificate Copy Should be submitted
11	OEM /Authorized Bidder Certificate From OEM	Original letter Should be Submitted
12	Hydraulic Ladder Vehicle Registration No. / Agreement Copy for Hiring of Hydraulic Ladder	Registration Certificate Copy Should be Submitted

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected

Signature with stamp: _____

Date: _____

Full Name: _____

Address: _____

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	

Net Worth of the Company -

Date:

Signature of Chartered Accountants

Place:

Seal:

Membership No:

Experience

Sl. No.	Name of Project	Year of Project	Page Number
1			
2			
3			
4			
5			

Detailed Project Experience

Project Information	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	

Please check (v) on the supporting documents enclosed:

- Work Order received from Client
- Agreement signed between Bidder and Client
- Client Certificate/ others (if any)

NON – BLACKLIST

We,<name of the Organization>, having our registered office at , <HQ address of the Organization> hereby declare that we are submitting this proposal in reference to the” **Request For Proposals For Supply, Installation, Testing & Commissioning Of Solar Blinkers In Different Places of Sundargarh District With 5 Years Replacement Warranty** “out of D.M.F Fund’ We declare that we have not been blacklisted by any Ministry / Department / industry Public Sector Undertaking or any other agency of the Central/State Government.

We declare that there are no proceedings, disputes or enquiries pending against us in connection with cheating, misappropriation of funds or exploitation of beneficiary.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Date:

Authorized Signature

Place:

Name and Title of Signatory

Seal:

Pre Bid Query

[ON BIDDERS LETTERHEAD]

To

**The Chief Executive Officer (CEO),
District Mineral Foundation,
Sundargarh (Odisha) Pin 770001**

Date: DD/MM/YYYY

Sub: Submission of Clarification of Clarifications by <<firm name>>

Ref: *Request For Proposals For Supply, Installation, Testing & Commissioning Of Solar Blinkers In Different Places of Sundargarh District With 5 Years Replacement Warranty* (RFP No: _____ Dated: __/__/____)

Dear Sir,

We have gone through the bid document and have the following queries. Request you to kindly address the same. We seek your clarification on the queries mentioned below.

Sr. No.	Clause No in RFP	Page Number	Query/Remarks

Date:
Representative


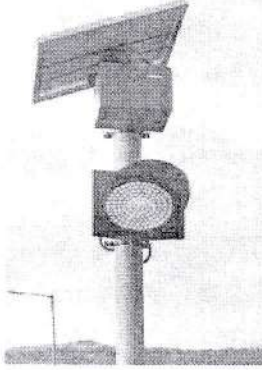
Signature of Authorized

Name of Agency:

Full Address:

Telephone No.:

FINANCIAL BID FOR REQUEST FOR PROPOSALS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SOLAR BLINKERS IN DIFFERENT PLACES OF SUNDERGARH DISTRICT WITH 5 YEARS REPLACEMENT WARRANTY

Sl.No	Description	Reference image	Qty	Rate (Incl. GST)	Amount
1	SITC of 300 mm Dia Three Tier Solar Blinker (Amber Colour) as per the specification given in Bid document with 5 year Replacement Warranty. Including 100 mm dia 6 mtrs long GI Pole, Yellow PU painted Pole, Erection of Pole, Concreting & cooping of the Pole base as per the direction of the Engineer-in charge.				
2	SITC of 300 mm Dia Single Tier Solar Blinker (Amber Colour) as per the specification given in Bid document with 5 year Replacement Warranty. Including 100 mm dia 6 mtrs long GI Pole, Yellow PU painted Pole, Erection of Pole, Concreting & cooping of the Pole base as per the direction of the Engineer-in charge.				
Total					

Notes :

- I. Selection of bidder on lowest cost basis .
- II. No extra payment shall be given to bidder beyond the quoted price .
- III. Conditional bid summarily rejected .
- IV. Quoted price shall includes supply , transportation , installation (including foundation) , 5 yr. maintenance

Signature of the Bidder/Tenderer
With Seal