



DISTRICT MINERAL FOUNDATION, JAJPUR

Ph. - 06728-222227

E-mail: dmfjajpur@gmail.com, Website - www.jajpur.nic.in



Letter No.: DMF/ 585 /2019

Date: 06.11.19

INVITATION FOR TENDERS (IFT) TWO COVER TENDER

1. The District Mineral Foundation Trust invites sealed tenders from any reputed Firms/ Manufacturers/ Suppliers/ Companies / Company registered under Companies Act, 2013 are eligible to apply, for undertaking the work detailed in the table given below.
2. Tender documents may be downloaded from District website: <https://jajpur.nic.in/>.
3. Interested Bidders have to submit proposal/s for Sl. No. 1 & 2 separately.

TABLE

Sl. No	Name of the Work	Qty in Nos.	Approx. Cost (Amount in Lakhs)	EMD (Amount in Lakhs)	Cost of Tender Document (Amount in Rs.)	Duration
1	Supply of 02 nos. of Truck Mounted Mechanical Sweeping machines of not less than 6.00 m ³ capacity for Sukinda & Danagadi blocks, Jajpur.	2	140.00/-	05.00/-	5,000/-	Within 45 Days
2	Operation and maintenance for a period of 3 years.		360.00/-	02.50/-	5,000/-	For 3 years

Calendar of Events:

- Last Date for receipt of Tenders is 07/12/2019 (up to 5.00 P.M.).
- Date of Opening of Technical & Financial bid is on 10/12/2019 at 11.00 A.M. at DRDA Conference Hall, Gandhi Chhak, jajpur Town, Jajpur.

For any other details, please contact at DMF Cell-Jajpur, 2nd Floor, DRDA Office, Jajpur Town, Dist.-Jajpur, Ph.- 07628-222227.


Collector & Managing Trustee
DMF, Jajpur



DISTRICT MINERAL FOUNDATION TRUST, JAJPUR

**DETAILED REQUEST FOR PROPOSAL (RFP) FOR
“SELECTION OF IMPLEMENTING AGENCY FOR
OPERATION & MAINTENANCE OF SUPPLIED 2 NOS. OF
TRUCK MOUNTED MECHANICAL SWEEPING MACHINES
OF NOT LESS THAN 6.00 M³ CAPACITY FOR THREE YEARS
IN DMF AFFECTED AREAS OF JAJPUR DISTRICT”**

APPROX. COST: RS. 360 LAKHS

Address for Communication:

District Mineral Foundation, 2nd Floor,
District Rural Development Agency (DRDA) Office
Near Gandhi Chhak, Jajpur Town - 755001
Dist.-Jajpur, Ph: 06728-222227
Email: dmfjajpur@gmail.com

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For any other details, please contact at DMF Cell-Jajpur, 2nd Floor, DRDA Office, Jajpur Town, Dist.-Jajpur, Ph.- 07628-222227.


Collector & Managing Trustee
DMF, Jajpur

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SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. General

1.0 Eligible Tenderer:

The District Mineral Foundation Trust, Jajpur proposes for selection of implementing agency for Operation & Maintenance of supplied 2 nos. of truck mounted mechanical sweeping machines of not less than 6.00 m³ capacity for three years in DMF affected areas of Jajpur District.

Minimum eligibility criteria for participation in the bids are: -

Tenderers should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

General Conditions:

1. Any reputed firms/ Manufacturers/ Suppliers/ Companies /Company registered under Companies Act 2013 are eligible to apply.
2. The District Mineral Foundation Trust reserves the right to accept / reject any or all the Tenders without assigning any reasons thereof.
3. The Tender shall remain valid for 90 days from the last date of submission of the tender.
4. The intending Suppliers are requested to note that they should abide by the detailed instructions and conditions contained in the Standard Tender documents.
5. Further details with respect to this tender can be obtained from the office of the undersigned on all working days between 10.00 A.M. & 5.00 P.M up to 30th November 2019.
6. Corrigendum/modification/corrections, if any, will be published in the district website only.
7. The bidder has to certify in each pages of the tender documents that the given terms and conditions are accepted and complied.

2. Scope of Tender:

1. It is proposed to undertake cleaning of roads, service lane, back lanes and public places in DMF affected areas i.e. in Sukinda & Danagadi Block of Jajpur district through Mechanical Sweeping Machine with Wet Cleaning arrangements. The proposal is invited from specialized agencies or reputed manufacturers for the work required above through proper equipment, experience & expertise in optimal use of such equipment to achieve the goal.

2. It includes routine maintenance of the machines as per manufacturer's guidelines. Therefore, it covers day to day maintenance of mobile Sweeping machine with prescribed level of maintenance service, adjustments, settings, etc. The preventive maintenance shall be carried out in a required sequence for which, trained personnel's shall be appointed who are fully conversant with operation and maintenance including mechanical, technical electrical and hydraulic circuit system of the unit.

3. Cost of Tender Paper:

- 3.1 The tenders shall be accompanied by Tender paper cost for the specified amount mentioned in the IFT. The supplier/manufacturer shall pay of Rs. 5,000/- (Rupees Five Thousand only) in the form of Demand Draft from any Scheduled Bank in favour of "**Collector & Managing Trustee, DMF, Jajpur**" payable at Jajpur Town.

3.2 Earnest Money Deposit (EMD):

The total EMD Amount Rs. 2,50,000/- (Rupees Two lakhs fifty thousand only) shall be paid in the form of Demand Draft drawn from any Scheduled Bank in favour of "Collector & Managing Trustee, DMF, Jajpur" payable at Jajpur Town

For details, visit to District website / contact to Email ID: dmfjajpur@gmail.com
/Ph- 06728-222227

B. The Tender Documents

4. Contents of Tender Documents

- 4.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
- (a) Instruction to Tenderers (ITT)
 - (b) General Conditions of Contract (GCC)
 - (c) Special Conditions of Contract (SCC)
 - (d) Schedule of Requirements
 - (e) Technical Specifications
 - (f) Tender Form and Price Schedules
 - (g) Earnest Money Deposit Form
 - (h) Contract Form
 - (i) Performance Security Form
 - (j) Performance Statement For
 - (k) Manufacturer's Authorization Form and
 - (l) Bank Guarantee for Advance Payment Form and
 - (m) Equipment and Quality Control Capability Statement Form
 - (n) Service Support Details Form
- 4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

5. Clarification of Tender Documents

A prospective bidder requiring any clarification of the tender documents may contact over phone/ email (**06728-222227/dmfjajpur@gmail.com**) no later than 7 days prior to the deadline for submission of tenders prescribed by the Purchaser.

6.0 Amendment of Tender documents

- 6.1 Before the deadline for submission of tenders, the DMF, Jajpur may modify the tender documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the tender documents and shall be communicated through district website and will be binding on them.
- 6.3 To give prospective bidder reasonable time in which to take an addendum into account in preparing their tenders, the DMF Trust, Jajpur shall extend as necessary the deadline for submission of tenders

C. Preparation of Tenders

7. Language of Tender:

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

8. Documents Constituting the Tender:

The tender prepared by the Tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10
- (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
- (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents and
- (d) Earnest money deposit furnished in accordance with ITT Clause 13.

9. Tender Form

9.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Operation & maintenance cost details.

10. Tender Prices

10.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. However, tenderers shall quote for the complete requirement of goods specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner, the price of the goods quoted including all duties and sales and other taxes already paid or payable.

- a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory or
- b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (i) any Indian duties, GST and other taxes which will be payable on the goods if this Contract is awarded;

- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

10.3 The Tenderer separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser right to contract on any of the terms offered.

10.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

11. Tender Currency

Prices shall be quoted in Indian Rupees only.

12. Documents Establishing Tenderer's Eligibility and Qualifications

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

12.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.

(The item or items for which Manufacturer's Authorization is required should be specified)

- (b) The Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;

13. Documents Establishing Goods Eligibility and Conformity to Tender Documents

13.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

- 13.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of
- (a) A detailed description of the essential Technical and performance characteristics of the goods;
 - (b) A confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for its successful operations; and
 - (c) A confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.
- 13.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14.0 Earnest Money Deposit (EMD):

- 14.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. The total EMD Amount Rs. 2,50,000/- (Rupees Two lakhs fifty thousand only) shall be paid in the form of Demand Draft from any Scheduled Bank in favour of **“Collector & Managing Trustee, DMF, Jajpur”** payable at Jajpur Town.
- 14.2 The EMD value of the selected bidder shall be kept as bid security till expiry of the warranty period of the machines. After successful completion of warranty period, the EMD shall be refunded. Bidder will collect the EMD DD by self or any authorized person of that company.
- 14.3 The EMD DDs of the unsuccessful bidders shall be refunded within 30 days after completion of the Tender Process.

15. Period of Validity of Tenders

- 15.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by DMF, Jajpur, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the DMF, Jajpur as non-responsive.

15.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

16.0 Format and signing of Tender

16.1 The bidder shall prepare the documents comprising in Clause 9 of these Instructions *to Tenderers*, and submit to the address through speed post/ courier only.

16.2 The Tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.

16.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the DMF, Jajpur, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

17.0 Sealing and Marking.

The bidder shall submit single envelop of super-scribing “Operation & Maintenance of supplied 2 Nos. of Truck Mounted Mechanical Sweeping Machine of not less than 6.00 M³ capacity.” consisting of duly filled tender documents (Technical & financial bid separately sealed & packed inside the main envelop) along with original Demand Draft of Tender Paper Cost & EMD value through speed post/courier only.

18. Deadline for submission of the Tenders

- 18.1 Tenders uploaded must be received by the DMF, Jajpur in the website not later than **07.12.2019** up-to 5.00 PM. In the event of the specified date for the submission of tenders being declared a holiday for the DMF, Jajpur, the tenders will be received up to the appointed time on the next working day.
- 18.2 The DMF, Jajpur may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the DMF, Jajpur and the bidder previously subject to the original deadline will then be subject to the new deadline.

19. Late Tenders

Any Tender by the DMF, Jajpur after the deadline prescribed in Clause 16 shall not be accepted /opened.

20. Modification and Withdrawal of Tenders

No Tender may be modified after the deadline for submission of Tenders.

E. Tender Opening and Evaluation:

21. Opening of tenders by the Purchaser:

- 21.1 The Purchaser (DMF, Jajpur) will open the tender in the presence of Selection Committee at 11.00 Am on **10.12.2019** at DRDA Conference Hall, Gandhi Chhak, Jajpur Town, Dist.-Jajpur, Odisha - 755001.
- 21.2 The Tenderer representatives who are present shall sign a register evidence in their attendance in the event of the specified date of tender opening being declared holiday for the DMF, Jajpur, the Tenders will be opened at the appointed time and location on the next working day.
- 21.3 The Tenderer names, tender modifications or withdrawals tender price, discounts and the presence or absence of requisite tender security or such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening, no earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the DMF, Jajpur may consider appropriate will be announced by the DMF, Jajpur at the opening.

22. Clarification of Tenders:

To assist in the examination, evaluation, and comparison of Tenders, the Collector & Managing Trustee, DMF Trust, Jajpur may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be over phone / email, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

Any effort by the Tenderer to influence the DMF, Jajpur in the DMF's Tender evaluation, comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Preliminary Examination:

- 23.1 The Purchaser will examine the tender to determine whether they are complete, whether any computational errors have been made whether required sureties have been furnished whether the documents have been properly signed

and whether tenders are generally in order tenders from agents without proper authorization from the manufacturer as per section XII shall be treated as non-responsive.

23.1.1 Where the tender has quoted for more than one schedule if the tender security furnished is adequate for all the schedules. The purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by the evaluating the requirement of tender security to be furnished for this schedule including in the tender (offer) in the serial order of the schedule of requirement of the tender document.

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its EMD value may be forfeited.

23.3 The purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tender.

24. Evaluation and Comparison of Tenders:

24.1 The DMF, Jajpur will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

24.2 In evaluating the Tenders, the DMF, Jajpur will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- (a) Making any correction for errors and
- (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 19.0.

24.3 The DMF, Jajpur reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative

offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the DMF, Jajpur shall not be taken into account in Tender evaluation.

- 24.4 If the tender of the successful tenderer is seriously unbalanced in relation to the DMF, Jajpur estimate of the cost of the work to be performed under the contract, the DMF, Jajpur may require the Tenderer to produce detailed price analyses and to demonstrate the internal consistency of those prices with schedule proposed. After evaluation of the price analyses, the DMF, Jajpur may require that the amount of the performance security set forth be increased at the expense of the successful Tenderer to a level sufficient to protect the DMF, Jajpur against financial loss in the event of default of the successful under the contract.

25. Contacting the Purchaser:

Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract:

26. Post Qualification:

26.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

26.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

26.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

27. Award Criteria:

Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

28. DMF's right to vary Quantities at Time of Award:

The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

29. DMF's Right to Accept Any Tender and to Reject Any or All Tenders:

The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

30. Notification of Award:

- 30.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by letter or email, to be confirmed in writing by letter, that its tender has been accepted.
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 30.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

31. Signing of Contract:

- 31.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 31.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

32. Performance Security:

The successful bidder shall furnish two performance securities at 5% on contract value for both Procurement of machines and Operation & Maintenance separately in the form of bank guarantee having 1 year and 3 years validity respectively.

- 32.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

32.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 31.2 or ITT Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

33. Corrupt or Fraudulent Practices

33.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

- (a) Defines for the purposes of this provision, the terms set forth as follows:
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Odisha State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3.2 The Goods supplied under this Contract shall be new & unused.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,

sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 15 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser or
- (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
- (c) Specified small savings instruments pledged to the Purchaser.

- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

- 7.1 The service seeker or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The service seeker shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 The service seeker 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.4 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.5 Manuals and Drawings
 - 7.5.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
 - 7.5.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

8. Packing

- 8.1 The service provider 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.

8.2 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 SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Providing of O & M shall be made by the service provider in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Service providing worker under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the service provider is required under the Contract to provide service to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any

act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for operation of 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period of 90 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment (GCC Clause 13)

15.1 Payment shall be made in Indian Rupees. Hundred percent payments shall be paid against delivery upon establishing that the service provided.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be fixed and no variation will be permitted.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (07) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Sub-contracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies, operation and maintenance work.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.25% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services like those undelivered, and

the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after seven (07) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any money due to the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, vehicle registration, license fees, waybill, road permits, RTO expenses and comprehensive Insurance etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSE

<u>Item No.</u>	<u>Topic</u>
1.	Definitions (GCC Clause 1)
2.	Inspection and Tests (GCC Clause 7)
3.	Incidental Services (GCC Clause 12)
4.	Payment (GCC Clause 15)
5.	Notices (GCC Clause 31)

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)
 - (a) The Purchaser is **The District Mineral Foundation Trust, Jajpur**
 - (b) The Supplier is
2. Inspection and Tests (Refer GCC Clause 7)
3. Incidental Services (Refer GCC Clause 12)
4. Payment (Refer GCC Clause 15)
5. Notices (Refer GCC Clause 31)

SECTION V: SCHEDULE OF REQUIREMENTS

OPERATION & COMPREHENSIVE MAINTENANCE OF SWEEPING MACHINE EQUIPMENT.

1. The Operation & Maintenance components of this contract are of very critical nature which must be carried out virtually every day. The Tenderer is therefore sensitized to the need for proper planning, deployment and sustaining perfect Operation & Maintenance throughout the entire period of the contract. Therefore, the tenderer is requested to attach importance to the following points to ensure deliverance of the highest quality of works which will ensure
 - a) Availability of entire fleet of Sweeping machines,
 - b) Reduce down-time due to repairs,
 - c) Reduce drastically expenditure on Break-down and repair maintenance.

Towards this, the tenderers are requested to submit comprehensive Maintenance Schedule of Sweeping machine equipments. The tenderer shall on being awarded the contract ensure deployment of suitably trained Mechanics, Operators, Drivers and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Equipments, etc.

2. The scope of work includes routine maintenance of the machines as per manufacturer's guidelines. Therefore, it covers day to day maintenance of mobile Sweeping machine with prescribed level of maintenance service, adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which, trained personnel's shall be appointed who are fully conversant with operation and maintenance including mechanical, technical electrical and hydraulic circuit system of the unit.
3. All spares/accessories including Batteries & Tyres shall be supplied by the successful tenderer. Lubricants including Hydraulic oil shall be provided by tenderer.
4. The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear. The tenderer shall keep adequate essential parts / spares in their stock to render satisfactory services without any interruption.
5. Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly shall be furnished during tender and shall be strictly complied during maintenance period.
6. All the spare parts supplied shall be genuine.

7. In case of major servicing, the vehicle will be taken by the Tenderer to workshop of the tenderer. However, all the toll taxes required to be paid will be paid by the successful tenderer.
8. The successful tenderer / their authorized dealer / Authorized Service provider shall have workshop.
9. The work also includes the cost of labour, all parts, accessories, replacement of oil etc.
10. In the event of sub contracting, the sub contractor agency shall meet the following requirements:-
 - 1) Sweeping machine supplier should ensure compliance of minimum wages act for Driver, Operator and Mechanic staff.
 - 2) Monthly bills for O & M shall be cleared only on submission of proof for compliance of the above condition.
11. The Hydraulic Oil for topping up will have to be supplied by the successful tenderer their authorised dealer / Service provider and the Oil & filters changed as per the recommendations of the manufacturers. The Oil grade used shall be that easily available in India.
12. It will be necessary for the successful tenderer to submit periodical reports in hard copy of the maintenance works carried out for the vehicle.
13. Necessary records showing maintenance of the Sweeping machines shall be duly maintained. They shall be subjected to inspection as and when called for.
14. Equipments for water washing, Inflating Tyres, Lubrication and Battery chargers shall be provided by the successful tenderer.
15. Any damages to the Corporation and other properties while carrying out the work shall be rectified by the successful tenderer free of cost.
16. DMF, Jajpur will not be responsible for any human accident or hazard if occurred to the person of the contractor while carrying out the work.
17. The successful tenderer shall bring their own tools and accessories for carrying out the maintenance work including special Tools & Fixtures.
18. The successful tenderer will have to inspect and check all the hydraulic components of Sweeping machine equipments once in a month irrespective of whether any problem arises or not. The program for the same will be submitted to the department in advance. In addition to the above in case of any problems the tenderer will have to attend the work within 24 hours.
19. It is the utmost responsibility of the tenderer to ensure adherence to Safety Norms in all aspects of the works especially while the Sweeping machines are on road and while carrying repairs/maintenance activities.

20. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the tenderer.
21. It is the entire responsibility of the tenderer (Contractor) to ensure that all his employees comply with mandatory requirements in terms of Age, Competence, (No Minors to be employed).
22. Necessary Legal and mandatory requirements like valid driving License, healthy individuals, necessary personal insurances should be complied at all times.
23. The operation cost shall be calculated with the inclusion of Driver and Operator only.
24. Payment shall be made on submission of bills along with certification on the prescribed format of march-out duly signed by the competent authority.
25. The successful Tenderer shall ensure the march-out of the equipment everyday. In case of non-march-out of the equipment /break-down of the equipment, the payment shall not be made.
26. DMF, Jajpur may if and when necessary shall insist on only Operation or Maintenance or both at any time during the contract.
27. *Operation and maintenance shall be inclusive of cost of fuel, lubricants, comprehensive insurance, battery, tyre, brushes, servicing spares and all consumables etc., for satisfactory functioning of the machines.*

For satisfactory functioning of sweeping machine:

- GPS equipment to be fitted to each sweeping machine.
- GPS monitoring system to be established at Tahsil Offices of Danagadi & Sukinda block, Jajpur and shall be monitored from Control room of DMF, Jajpur.

To claim Operation and Maintenance (O&M) cost:

- Concerned thematic expert, DMF shall certify and confirm the sweeping with his/her report.
- The waste collected after sweeping using the machines shall be disposed off in the designated place outside the DMF affected area limit on a daily basis without compromising on minimum sweeping distance. If it is required engage additional tippers/ tractor and labour, then agency is obligated to do so neither claiming extra charges towards the same the rate quoted shall be inclusive of all changes.

SECTION VI: QUALIFICATION CRITERIA

Qualification of the Tenderer:

The bidders should meet the following minimum Pre-qualification requirements:

O & M of Truck Mounted Mechanical Sweeping Machine:

1. The Bidder should possess a minimum experience of 10 years of providing such type of work for Truck Mounted Road Sweeping Machines or Similar Machines to any Municipal Corporations/ district administrations and should have successfully completed / executed the Contract for a period of 5 Years. The Tenderer should submit Documentary Evidence to this effect duly certified and signed. This should be submitted as an Annexure along with the Tender Bid Documents.
2. The Bidder should have worked a minimum of 04 no's of similar assignments against a single order to at least one Municipal Corporation/ District Administrations in India during the year 2019-20 and the documentary proof (either PO or Invoice) to this effect should be submitted along with the Tender Documents.
3. The Bidder should not have been Black Listed by any Municipal Corporation/ District Administrations in India during the last 5 years, and if found to be Black Listed, their bid will be categorically rejected and disqualified.
4. The service provider should have a Branch Office in the state of Odisha offering Service & Spare Parts support and also should have adequate and qualified / trained Service Engineers to provide prompt Service support to the equipment.
5. The Bidder for participation in the selection process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.

SECTION VII: TENDER FORM

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

IFT No. _____/2019-20

To

The Collector and Managing Trustee

DMF Trust, Jajpur

Having examined the Tender Documents including Addenda Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said tender documents for the sum of *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 15 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this day of 20

(signature) *(in the capacity of)*

Duly authorized to sign Tender for and on behalf of

SECTION VIII: FINANCIAL BID

Item	Item Description & Technical Specification	Quantity and Unit	Price for each Unit					Total Price 3x8
			Basic Price	Excise duty if any	Freight Charges + Insurance + Road Tax + Registration Charges	GST (as applicable)	Unit Price 4+5+6+7	
1	2	3	4	5	6	7	8	9
1								
2								

Note: In case of discrepancy between unit price and total price, the unit price will prevail Total tender price in Rs

(Words).....

Signature of Tenderer

Name and address:

SECTION IX: CONTRACT FORM

THIS AGREEMENT made theday of..... 2019 between *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one-part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., *(Brief Description of Goods and Services)* and has accepted a tender by the Supplier for the supply of those goods and services in the sum of..... *(Contract Price in Words and Figures)* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Supplier are as under:

Sl. No.	Brief Description of Service	Quantity to be supplied	Unit price	Total Price	Delivery terms

TOTAL VALUE:

SERVICE SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

SECTION X- PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated,..... 20 to supply..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20

Signature and Seal of Guarantors

.....
.....
.....

Date.....2019

Address.....

.....

SECTION XI

(Please see Clause 10 of the Instructions to Tenders)

Performa for Performance Statement for the last Ten years (for 6 m³ Machine)

IFT No..... Date of Opening:

Name of the Firm:

.....

Orders placed by (Full address of Purchaser)	Order No and Date	Description Service	Value of Order	Date of Completion of Delivery As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

Signature and Seal of the Tenderer:-----

SECTION XII
ACCEPTANCE IMPLEMENTATION SCHEDULE

To

Date:

The Collector & Managing Trustee,
District Mineral Foundation,
Jajpur Town, Dist.-Jajpur,
Odisha – 755001

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” have furnished the bid for Selection of Implementing agency for providing of O&M Service supplied Mechanical sweeping machines to destination of DMF affected areas and do here by agree to give service as mentioned in the tender document. Failing which, The Collector & Managing Trustee, District Mineral Foundation Trust, Jajpur will have discretion to either reject or cancel the contract agreement by forfeiting E.M.D. paid by me.

Yours faithfully,

Signature of manufacturer/Approved Dealer

Seal:

Pace:

Date:

SECTION XIII
UNDERTAKING

To

Date:

The Collector & Managing Trustee,
District Mineral Foundation
Jajpur Town, Dist-Jajpur,
Odisha – 755001

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating for Selection of Implementing agency for providing of O&M Service supplied Mechanical sweeping machines to destination of DMF affected areas to provide services without any additional charges.

Yours faithfully,

Signature of manufacturer/Approved Dealer

Seal:

Pace:

Date:

SECTION XIV
DETAILS OF ORAGANISATION OF MANUFACTURERS / APPROVED
DEALERS TO BE SUBMITTED

1	Name of the Company or firm individual	
2	Address and Telephone Number	
3	Year of starting the organization & registration number (photo copy of registration certificate to be enclosed)	
4	Address of the manufacturer / approved dealer	
5	Status of manufacturer / approved dealer	Own /Partnership
6	GST No. PAN No. of Income Tax Dept.(Photocopy of I. T. returns for the last three years to be enclosed)	
7	Audit reports for the last 3 years (certified copy of Chartered Account' report in P&L account to be enclosed)	
8	Particulars of GST returns for the last 3 years (Photo copy of returns to be enclosed)	
9	Experience of Manufacturer / Approved dealer relating to supply of Sweeping machine	
10	Particulars of E.M.D. submitted	
11	Proof of possessing valid employees' provident fund (epf) account. pf registration certificate	
12	proof of being registered with employees' state insurance corporation (esic), esi registration certificate	
13	Valid professional tax clearance certificate / up to date tax payment challan.	

Signature of manufacturer/Approved Dealer

Seal:

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Sl. NO	Description	Whether the Document is enclosed or not	Page No From and to
1	financial bid vide section VIII	YES / NO	
2	statement of past performance - section XI	YES / NO	
3	acceptance of implementation - section XII	YES / NO	
4	undertaking vide section-XIII	YES / NO	
5	details of organization vide section-XIV	YES / NO	
6	attested copies showing legal status places of registration and principal place of business of the firm	YES / NO	
7	attested copies of audited statement of accounts for the 2017-18, 2018-19 and 2019-20	YES / NO	
8	attested copies of GST registration and returns filed in the last 3 years i.e. 2017-18, 2018-19 and 2019-20	YES / NO	
9	attested copies of income tax registration and income tax returns filed in the last 3 years i.e. 2017-18, 2018-19 and 2019-20	YES / NO	
10	proof of possessing valid employees' provident fund (epf) account. pf registration certificate	YES / NO	
11	proof of being registered with employees' state insurance corporation (esic), esi registration certificate	YES / NO	
12	Valid professional tax clearance certificate / up to date tax payment challan.	YES / NO	

13	attested copies of registration from state govt. / central govt.	YES / NO	
14	annual turn over	YES / NO	
15	Purchase order copy of min. 3 nos. truck mounted sweeping machines as specified in tender document supplied to any district administration/ ulb/govt. orgn in current financial year.	YES / NO	
16	performance certificate at least one successful contract covering 40 to 50 kms per day of road sweeping at any district administration /ULB/govt. orgn in last 10 years	YES / NO	
17	declaration for not been banned / blacklisted by any government 'or' semi-government department 'or' PSU during last three years and does not have blacklisting history.	YES / NO	
18	Firm should furnish history of criminal and litigation record.	Information shall be submitted an affidavit	

PLACE:

DATE:

SIGNATURE OF THE BIDDER