

COLLECTORATE:MALKANGIRI
ST & SC DEV.SECTION

Tender No. 964 /IV-5/2018

Dated : 01.05.2018

NOTICE INVITING TENDER

ST & SC Development Section, Collectorate, Malkangiri invites sealed quotations under integrated manner (single bid) for procurement of R.O. Water purifier systems & 05 years AMC of the systems.

Pre-bid meeting will be held on 08-05-2018 at 10 am in Conference Hall, Collectorate, Malkangiri for discussion on specification and clarification of doubts if any.

Sealed quotations duly filled in the specified proforma addressed to the District Welfare Officer, Malkangiri must reach latest by **01 p.m on 22-05-2018**. The sealed quotations should be delivered in the ST & SC Development Section, Collectorate, Malkangiri (DWO Office) by the stipulated date and time through Registered Post/Speed Post only NO TENDER WILL BE RECEIVED BY HAND OR COURIER SERVICE. Specified proforma alongwith all terms and conditions may be collected from the Office of the District Welfare Officer, Malkangiri on any working day between **10.00 a.m to 01.00 p.m** these are also available on website www.malkangiri.nic.in. The Bids shall be opened on 22-05-2018 at 03.00 p.m in the Conference Hall of the Collectorate, Malkangiri by the District Level Purchase Committee authorized by the Collector, and in the presence of such bidders who may wish to be present. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason thereof.

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COLLECTOR-CUM-CHARITAN
PURCHASE COMMITTEE MALKANGIRI

Encl :

1. Annexure-I (Bid Submission Form)
2. Annexure-II (Bidder's profile with undertaking)
3. Annexure-III (General Terms and Conditions/Schedule of Works)
4. Annexure-IV (Quote your prices)

Memo No 965 / 2018

Copy to the Office Notice Board, all local offices in the District,/ DIPRO, Malkangiri / All the Block Development Officers in the District for information and necessary action with a request to display the Tender Call Notice in their Notice Board for information & wide publication.

Date 01.05.2018

h/b
01/5/18
District Welfare Officer,
Malkangiri

Memo No 966 / 2018

Copy to the District Informatics Officer, NIC, Malkangiri for information with a request to publish the quotation in the District portal www.malkangiri.nic.in.
Copy to all the members of the Purchase Committee for information.

Date 01.05.2018

h/b
01/5/18
District Welfare Officer,
Malkangiri

Memo No 967 / 2018

Copy to the Advertisement Manager, Odia Daily News Paper, The DHARITRI and English Daily News Paper "NEW INDIAN EXPRESS" (through local correspondents) for information with a request to publish the Tender Call Notice for one day within a financial limit of Ts. 5,000/- (Rupees Five Thousand) Only and the copies of the News Paper containing the Tender Call Notice may be sent to this office for reference and record.

Date 01.05.2018

h/b
01/5/18
District Welfare Officer,
Malkangiri

Memo No 968 / 2018

Copy submitted to the Project Director, DRDA, Malkangiri/ Project Administrative, ITDA, Malkangiri / General Manger, DIC, Malkangiri/A.E., P.H.E.D., Malkangiri for information with a request to make it convenient to attend the Pre-Bid Meeting on **08.05.2018 at 10.00 A.M.** and Tender opening meeting on **15.05.2018 at 3.00 PM** in Conference Hall, Collectorate, Malkangiri for finalization of REVERSE OSMOSIS WATER PURIFIER/PLANT

Date 01.05.2018

h/b
01/5/18
District Welfare Officer
Malkangiri

Memo No 969 / 2018

Copy submitted to the Director(ST)-cum- Special Secretary to Govt. St & SC Development Department, Odisha, Bhubaneswar for favour of kind information.

Date 01.05.2018

h/b
01/5/18
District Welfare Officer,
District Welfare Officer
Malkangiri

COLLECTORATE:MALKANGIRI
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Dated : 1.0.2018

Annexure-I

BID SUBMISSION FORM

Date:

LETTER OF BID

To

District Welfare Officer,
Malkangiri
At/Po-Malkangiri
Odisha PIN-764045

Ref: Invitation for Bid No. TENDER No. dated .0 .2018

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Document for providing R.O. Water purifier systems for Schools & Hostels runned by ST & SC Development Department i.e., District Welfare Office, Malkangiri.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of Odisha/Government of India or any other Government body or PSU or any other organization has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Bidder's letterhead)

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Annexure-II

BIDDER'S PROFILE

1. Name of the firm.....
2. Name of the authorised person submitting the Bid "Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm.....
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Proprietorship
 - iv) Partnership
 - v) Any other-Please specify.....
12. Name of Director(s) / Proprietors / Partners.....
13. Email ID of Director (s)/ Proprietors / Partners
14. Mobile Number of Director (s) /Proprietors / Partners.....
15. Bidder's bank, its address and current account number
16. Permanent Account Number (PAN)

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(Please attach copies of income tax return for last three years)

17. Service Tax Number.....
(Please attach copies of Service Tax Registration Number)

18. GST Number.....

19. Particulars of EMD

i) No. of Demand Draft / Bankers Cheque(SBI only).....

ii) Date.....

iii) Name of Bank.....

iv) Address of Bank.....

v) Validity of

20. Particulars of Authorisation from OEM

Brand name for which authorized	Details of OEM Certificate (No. and Date and validity)

UNDERTAKING

- I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution in India.
- I/We give the rights to the competent authority of the office of the Distric Welfare Office, Malkangiri to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to provide the required R.O. Water purifier systems or in cases of non acceptance of work order or in cases of non submission of performance bank guarantee, within the appointed time and of desired quality.
- I hereby undertake to provide the R.O. Water purifier systems, as per direction given in the tender document/work order/contract agreement within the stipulated period, failing which I am liable to be blacklisted / debarred by the Collector-cum-Chairman of the District Level Purchase Committee, Malkangiri.
- I also declare that Government of Odisha/Government of India or any other Government body /PSU/Autonomous Body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

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Annexure-III

GENERAL TERMS AND CONDITIONS

1. The office of the District Welfare Officer, Malkangiri shall procure R.O. Water purifier systems for supply to the Schools & Hostels running under ST & SC Dev. Department in the District of Malkangiri. The number of R.O. Water purifier systems to be procured is tentative and may increase or decrease at the sole discretion of the competent authority of the office.
2. **PARTIES:-** The parties to the Bid shall be the Bidders (to whom the work has been awarded) and the Office of the District Welfare Officer, Malkangiri.
3. **ADDRESSES:** For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the District Welfare Officer, Malkangiri. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
4. **EARNEST MONEY DEPOSIT (EMD)/PAPER COST:** Earnest Money of Rs.1,20,000/- (Rupees One Lakh Twenty thousand only) and Paper Cost of Rs. 11,800/-(Eleven Thousand Eight Hundred)only in the form of **Bank Draft/Bankers Cheque(SBI Only) drawn in favour of the District Welfare Officer, Malkangiri payable at SBI, Malkangiri** must be deposited by bidders along with their duly filled up bidding documents. The validity of the Bank Draft/Bankers Cheque must be up to 3 (three) months starting from the date of submission of the bids.
 - 4.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
 - 4.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe the terms and conditions of the tender enquiry and / or comply with the stipulations made herein or backs out after quoting the rates, or in cases of non acceptance of work order, or in case fails to submit the performance bank guarantee, the aforesaid earnest money deposit shall be forfeited to the Government, besides debarring from future participation in tender.
 - 4.3 The bids without Earnest Money & Paper cost shall be summarily rejected.
 - 4.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
 - 4.5 The Bid Security (Earnest Money)/Performance security may be forfeited in the following cases:

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- a) If a Bidder withdraws his bid during the period of bid validity; or
 - b) In the case of the finally selected Bidder, if the Bidder fails:
 - i) To furnish Contract Performance Security in accordance with tender/work order; or
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure by the supplier to execute the contract as per the terms and conditions and to the full satisfaction of the **competent authority of this office**, the security deposited by the firm shall be forfeited and action for debarring / blacklisting shall be initiated.
- 4.6 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.
- 4.7 The EMD to the unsuccessful bidders shall be returned within 15 days from the date of opening of the bids. The cost of paper is not refundable.
- 4.8 No interest shall be payable on EMD.

5. **MINIMUM ELIGIBILITY CRITERIA:**

- a. The Bidder shall be the OEM/OR authorized dealer of the OEM for which the prices have been quoted in this tender enquiry. The Bidder shall be required to produce copies of authorisation certificate / OEM Certificate, duly attested.
- b. The bidder should have a minimum turnover of Rs.25 lakh each in the last three financial year. Audited Balance sheet for the year 2015-16, 2016-17 and 2017-18 shall be required to be enclosed with the Bid.
- c. The Bidder must be registered with Income Tax Department and Service Tax Department. Attested copies of PAN, Service Tax Registration & GST Registration shall be required to be enclosed.
- d. The Bidder should not have been blacklisted by any Department of the Government of Odisha/Government of India or any PSU or any other organization. An undertaking to this effect shall be required to be enclosed by the Bidder along with the Bid.

6. **PREPARATION AND SUBMISSION OF BIDS:**

- 6.1 The bids should be submitted in the integrated manner i.e. one single bid in an envelope superscribed as "Tender for Purchase of R.O. Water purifier systems"

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and Tender No. 2018 dated .04.2018 with name and address of the Bidder. The following documents shall comprise the Bid:-

- i) Bid Submission Form, duly signed and printed on agency's letterhead.
- ii) Bidder profile filled in with undertaking duly signed and stamped
- iii) The complete Notice Inviting Tender, duly stamped and signed on each page.
- iv) Earnest Money Deposit/Paper Cost.
- v) All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

6.2 The bids shall be submitted not later than **1100 hours of 22.05.2018** addressed to District Welfare Officer, Malkangiri.

6.3 Bidders sending their bids through courier shall not be entertained.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the District Welfare Officer, Malkangiri reserves rights to extend the date / time for receipt of bids, before opening of the Bids.

6.5. **Signing of Tender:** Individual signing the bids or other documents connected with contract must specify whether he signs as:-

- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or registered general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

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- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the bids and all other related documents must be signed by all partners of the firm.
- (3) A person signing the bidding form or any documents forming part of the bids on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri may, without prejudice to its rights whatsoever cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The bidder must sign and affix his/her firm's stamp at each page of the bids and all its Annexures as the acceptance of the offer by the bidder shall be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri.
7. **VALIDITY OF THE BIDS:**
The bids shall be valid for a period of 180 days from the date of opening of the bids.
8. **BID OPENING PROCEDURE:**
- 8.1 The Bids will be opened by a committee constituted under the Chairmanship of Collector, Malkangiri at **3.00 pm on 22.05.2018** in the Conference hall of Collectorate, Malkangiri in the presence of such bidders who may wish to be present. If the date fixed for opening of the bids is declared as a holiday subsequently by the Government, then the bids will be opened on the next working day at the same time. The bidder is at liberty either himself or authorize, not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.
- 8.2 The Bidders meeting with the minimum eligibility criteria with the lowest bid price in respective tonnage capacity of the R.O. Water purifier systems, subject to arithmetical correction, shall be deemed as the successful Bidder-L1.
9. **RIGHT OF ACCEPTANCE:** The Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority i.e., the District Level Purchase Committee, Malkangiri in this regard shall be final & binding.

C. J. P. 01/05/18
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- 9.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render prejudice the bidder's bids liable for rejection.
- 9.2 The Competent Authority i.e., the Collector-cum-Chairman of the District Level Purchase Committee, Malkangiri reserves the right to award any or part or full contract to any successful agency (i.e) at its discretion and this will be binding on the bidders.
- 9.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Collector-cum-Chairman of the District Level Purchase Committee, Malkangiri reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
10. **ASSISTANCE TO CONTRACTOR** : The contractor shall not be entitled to assistance either, in the procurement of materials required for the fulfillment of the contract or otherwise.
11. **COMMUNICATION OF ACCEPTANCE**: Successful Bidder will be informed of the acceptance of their bids through email, speed post.
12. **TERMS OF WORK ORDER**: There shall be a minimum of one years' warranty from the date of supply of the R.O. Water purifier systems for each of the R.O. Water purifier systems. In case of any fault occurring during the warranty period, the agency to whom the work order has been awarded, shall ensure that the complaints are attended and solutions are provided within Twenty four hours of lodging of the complaint on site, failing which it shall invite a penalty of Rs.1000/- per day. In case the machine is required to be taken outside the premises, it shall be at the cost of the successful bidder and in such cases the bidder shall ensure that a stand by machine is provided till the machine is restored in working condition.
13. **SECURITY DEPOSIT**: On acceptance of the bids, the contractor / successful bidder shall within the period specified by the competent authority of the office of the Collector-cum-Chairman of the District Level Purchase Committee, Malkangiri shall submit an amount of Rs.12,00,000/- (Rupees Twelve Lakhs) only as Performance Security Deposit in the form of a Bank Guarantee in favour of the District Welfare Officer, Malkangiri. The Bank Guarantee can be forfeited by order of the competent authority (i.e.) the Collector-cum-Chairman of District Level Purchase Committee, Malkangiri in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the period, such portion of the

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said Bank Guarantee as may be considered by the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- a) If the contractor is called upon by the competent authority of the office of the Collector-cum-Chairman of the District Level Purchase Committee, Malkangiri to deposit Security and the contractor fails to provide the security deposit within the period specified such failure will constitute a breach of the contract and the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri shall be entitled to make other arrangements at the risk and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

14. **PENALTY**

- (a) In case of breach of any conditions of the contract and for all type of losses caused during the currency of the Contract, the successful bidder to whom the work order has been awarded shall fully indemnify the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri for all types of losses in cases of negligencies in performing duties, as stipulated herein the Annexures. In such cases, the office shall make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri.
- (b) The Contractor shall be required to supply and install all the R.O. Water purifier systems to the Schools & Hostels run by ST & SC Dev. Deptt., in the District of Malkangiri within two weeks from the date of issue of the work order. In case the Contractor fails to do so, there shall be a penalty of Rs.5000/- per day.
- (c) The powers of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13 above.

15. **DISCLAIMER:** The near relatives of employees of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri are prohibited from participation in this bid. The near relatives for this purpose are defined as:

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- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

16. **INSOLVENCY**

The competent authority of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or a firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

17. **BREACH OF CONTRACT**

In case of breach of any of terms and conditions of the Contract, the Competent Authority of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed and necessary action for blacklisting the Contractor shall be initiated by the Office.

18. **SUB-LETTING OF WORK:** The contractor shall not sublet, transfer or assign the contract or any other part thereof without prior written permission of the competent authority of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri.

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In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri may sustain in consequence or arising out of such replacing of the contract.

19. TERMS OF PAYMENT:

- 19.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 19.2 The Contractor shall be required to submit the bills after supply and installation of all the R.O. Water purifier systems where required. The payments shall be made only after completion of the work satisfactorily by the Contractor. In the event of negligence or breach of the terms and conditions of the contract, penalties as stipulated in the notice inviting tender shall be imposed.
- 19.3 All payments shall be made by cheque / NEFT only.
- 19.4 Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.
- 19.5 The term 'payment' mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money Deposit and Security Deposit governed by the separate clauses of the contract.
20. **INSPECTION:-** The R.O. Water purifier systems so supplied shall also, in any case be liable to inspection by the competent authority of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri after execution and any item(s) not found as per specification / quality shall be rejected and the Contractor shall have to re-execute the same at their own cost and risk and shall be liable for such rejections.

21. CONTRACTUAL OBLIGATIONS ON THE PART OF CONTRACTOR:

- (i) The Contractor shall be required to supply and install all the R.O. Water purifier systems as per indent within two weeks from the date of issue of the purchase order by this office, failing which it will invite penalties as specified herein.
- (ii) The Contractor shall ensure that only those branded R.O. Water purifier systems have been supplied and installed, as undertaken as part of their bid and work order issued by this office. If at any stage it is found that some other brands are supplied, necessary action against the Contractor shall be taken besides forfeiting the security deposit and initiating action for blacklisting the contractor.
- (iii) The Contractor shall also ensure that all safety precautions / measures are

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taken by their firm / workmen while supplying the items. The work shall be executed in the best workmanship with all safety precautionary measures in place, which shall be the responsibility of the Contractor completely and this office shall own no responsibility in this regard.

- (iv) The Contractor shall fully indemnify the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri in case of any losses arising out of the execution of the job assigned to the Contractor.
- (v) The Contractor shall abide by all the laws in force from time to time.
- (vi) The Contractor shall completely indemnify and hold harmless this office and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees.
- (vii) No transport charges will be provided by the office for undertaking the job during the currency of the contract.
- (viii) No price escalation shall be entertained after the receipt of the bids. .
- (ix) The quoted rates shall include cost on account of complete R.O. Water purifier systems.
- (x) The Contractor shall mandatorily provide an e-mail account in the Tender Application Form (Annexure-III) apart from the telephone numbers of their service agency for lodging of complaints. During warranty period, all complaints shall be attended by the Contractor immediately failing which penalty as prescribed in para 14, shall be imposed on the Contractor and the decision of the Competent authority of the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri shall be final and binding.
- (xi) The terms and conditions of the work order / contract agreement are absolutely confidential between the parties (Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri and the successful Bidder to whom the work order is awarded) and shall not be disclosed to anyone else. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

22. **ARBITRATION** : In the event of any dispute or differences between the firm and this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to;

- (i) the construction of the terms and condition
- (ii) the respective rights and liabilities of the parties hereto thereunder
- (iii) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Office of the Collector-cum-Chairman, District Level Purchase Committee, Malkangiri may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto.

C. H. S. S. S.
01/05/18

**COLLECTOR,
MALKANGIRI**

COLLECTORATE:MALKANGIRI
ST & SC DEV.SECTION

Tender No. 964/IV-S/2018

Dated : 01.05.2018

23. The Contract shall be subject to the jurisdiction of competent courts of law at Malkangiri/Odisha.

CAF oilstik
COLLECTOR-CUM-CHAIRMAN
PURCHASE COMMITTEE, MALKANGIRI

COLLECTORATE:MALKANGIRI
ST & SC DEV.SECTION

Tender No. 964/IV-5/2018

Dated : 01.05.2018

ANNEXURE-IV

QUOTE YOUR PRICES

Sl.No.	R.O. Water Purifier Systems(With minimum 1 year warranty with 3 maintenance visits)	Brand of R.O. Water purifier system (To be specified by the Bidder)	Quoted Unit Rate (To be quoted by the Bidder) Inclusive of Taxes	Annual Maintenance Contract for 5 years post warranty	Total Cost (Inclusive of taxes)
01	R.O. water purifier systems of 250 LPH Capacity with 2000 litres storage capacity.				
02	R.O. water purifier systems of 100 LPH Capacity with 800 litres storage capacity.				
03	R.O. water purifier systems of 50 LPH Capacity with 400 litres storage capacity.				
04	R.O. water purifier systems of 25 LPH Capacity with 200 litres storage capacity.				
05	R.O. water purifier systems of 10 LPH Capacity with 80 litres storage capacity.				

After warranty period Annual Maintenance Contract to be done by the approved Firm/Supplier for a period of 5 years. This will include minimum 3 maintenance visits per year by authorized technician of the approved firm/supplier. Payment for AMC will be in 5 instalments at the end of each year subject to minimum maintenance visits and successful resolution of complaints else penalty clause will be enforced.

Note : The Bidders are requested to go through the notice inviting tender carefully and quote their prices in the proforma.

Date :

Place:

(SIGNATURE OF BIDDER)

(OFFICIAL SEAL)

FULL NAME & DESIGNATION

C. H. S.
01/05/18
COLLECTOR,
MALKANGIRI