

CHAPTER - I

TENDER NOTICE

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Details of Tender
1.	Bid Enquiry No.	BGC/Enq/HO/MAT/Refilling Cartridge/10/2017-18, Dated 07/11/2017
2.	Name of the Work	Tender for Annual Rate Contract (ARC) for Refilling USED AND OLD CARTRIDGES BOTH TONER AND INK TYPE for OMDC, BLSC & EIL AS AND WHEN REQUIRED BASIS.
5.	Availability of Tender Documents	Asst. Manager(Stores) and web site: www.birdgroup.co.in & CPP portals
6	EMD (Earnest Money Deposit)	Rs. 500.00(Rupees Five Hundred)
6	Date of Issue of Bid Documents	On 07/11/2017 to 20/11/2017 up to 3:00 P.M (Only Working days)
7	Date of Submission of Bid Documents	Up to 20/11/2017 by 3.00 P.M
8.	Date of Opening of Technical Bid	On 20/11/2017 at 3.30 P.M
9.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
10.	Period of Contract	01 (one) year
11	Validity Period of Bid	90 (Ninety) calendar days

A complete set of tender documents may be obtained by interested bidders physically on all working days from 07/11/2017 to 20/11/2017 upto **3.00 PM** on submission of a written application giving complete details of Mailing Address, Telephone & Fax No's, E-Mail Address & Name of Contact Person

From-- Asst. Manager (Stores), AG-104,Sourav Abasan, 2nd Floor, Sector -II, Salt Lake City, Kolkata-700091, Tel: 033-4016-9200, Fax: 033-4016- 9267

Email: info.birdgroup@nic.in

Alternatively, the tender documents are available on the website of the Company i.e. www.birdgroup.co.in The prospective Bidders can download the documents for the purpose of preparation & submission of the technical bid.

The Bidder shall download the "Tender Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Tender Document available on the website, which shall be binding on the Bidder.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice.

Asst. Manager (Stores)

Chapter- II

1. SCOPE OF WORK

Tender for Annual Rate Contract (ARC) for Refilling USED AND OLD CARTRIDGES BOTH TONER AND INK TYPE for OMDC, BLSC & EIL AS AND WHEN REQUIRED BASIS.

2. PERIOD OF CONTRACT---- 1(one) year from the date of issue of work order/LOI

3. DATE OF COMMENCEMENT OF WORK

It may be mentioned in the Work order/LOI.

4. EARNEST MONEY DEPOSIT :-

The bidder is required to deposit an amount of Rs. 500/- (Rupees Five Hundred) as Earnest Money Deposit (EMD) in the form of Demand Draft on any Nationalised/Schedule Bank in India in favour of "The Orissa Minerals Development Company Limited " payable at Kolkata . Cheques, Bonds, Guarantee Bonds and Govt. Securities (Stock Certificates, Bearer Binds, Promissory notes and cash certificates) will not be accepted towards the earnest money and no interest will be paid on EMD. Earnest Money shall be refunded to the unsuccessful bidders immediate after finalisation of the tender. EMD of successful bidder will be converted to security deposit and refunded after satisfactory completion of the period of contract.

EMD of the successful bidder shall be forfeited if the successful bidder does not supply as per work order. No interest on the Earnest Money Deposit shall be paid. Public Sector Undertakings (PSUs) / Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD .NSIC Certificate holders , Firms registered under MSEs and Startup firms registered under MSEs shall be exempted from paying EMD .

5. SECURITY DEPOSIT :- EMD of successful bidder will be converted to security deposit and refunded after satisfactory completion of the period of contract.

6. ELIGIBILITY CONDITION

REFILLING OF USED AND OLD CARTRIDGES BOTH TONER AND INK TYPE:-

- i) Refilling of used and old cartridges with adequate quantity of ink and quality printing, an undertaking in bidders letter head should also be enclosed.
- ii) Copy of GST Registration Certificate shall be submitted.
- iii) Declaration to the effect that the bidder has accepted all the terms & conditions of the Tender Document as per Annexure-I, attached herewith.
- iv) Undertaking in the Bidder's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or OMDC/BSLC/ EIL at any point of time as per Annexure-II attached herewith.
- v) The bidder should have atleast one year experience in refilling of used cartridge both toner & Ink type during last 03 (three) years ending 30.09.2017. Copy of work order / work completion certificate to be submitted along with techno commercial bid towards proof of experience.

7. EVALUATION

- A) **Part - I, i.e. Techno-Commercial** Bid shall be opened in the presence of the bidders or their authorized representative at time and date as given in **Chapter - I**
- B) **Part - II i.e. Price Bid** of the Bidders whose Techno-Commercial Bids are technically qualified will only be opened afterwards in presence of their authorized representatives on a suitable date and time; which will be intimated to the technically eligible bidders in due course through Letter/Fax/Telephone.

Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "**Price Bid**" and amount / quantity not shown in figures and words will be liable for rejection. Submission of the price-bid in a format other than the requisite format may be liable for rejection by the Tender Committee. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.

The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid for each item as per Annexure-A.

8. AWARD OF CONTRACT

- (a) The Company reserve the right to accept or reject any or all tenders without assigning any reason thereof.
- (b) Award of contract shall be made at the absolute discretion of EIL/OMDC/BSLC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderers shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

9. PAYMENT TERMS:

Payment will be made within 15 days after delivery and submission of Invoice with certified challan.

10. TAX DEDUCTED AT SOURCES

Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed in the Income tax Act and / or any other relevant Act from the gross value of each bill.

11. **Delivery:-** Must be refilled and delivered within 48 hrs after intimated by fax / mail as and when required at AG-104 ,Sourav Abasan, 2nd Floor, Sector- II, Saltlake City Kolkata-700091.
12. **Penalty:** If not refilled within stipulated time mentioned in Sl. No.- 11. Penalty will be imposed Rs. 10/- per day or 1% of basic cost of the particular item (cost of cartridge) for particular item which is higher.

SIGNATURE OF THE TENDERER/AUTHORISED SIGNATORY

CHAPTER-III

1. General Terms & Conditions

DEFINATIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both techno-commercial and price bid) submitted by the bidder for consideration of OMDC, BSLC & EIL.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/tenderer.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- f) **OMDC:** OMDC means "The Orissa Minerals Development Company Limited". A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2ndFloor, Sector -II, Salt Lake City, Kolkata - 700091.
- g) **BSLC:** BSLC means "The Bisra Stone Lime Company Limited". A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2ndFloor, Sector -II, Salt Lake City, Kolkata - 700091.
- h) **EIL:** EIL means "Eastern Investments Limited". A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2ndFloor, Sector -II, Salt Lake City, Kolkata - 700091.

2. TENDER SUBMISSION:

- a) The bidder shall submit the Tender in **02(Two)** parts consisting of **Part-I (Techno- Commercial)** and **Part-II (Price Bid)** each in separate envelopes duly sealed and super scribed with the Tender Notice Number **with mentioning the name of job(Tender for Annual Rate Contract (ARC) for Refilling of used cartridge and toner for OMDC, BLSC & EIL AS AND WHEN REQUIRED BASIS)** quoted for .
- b) **A separate envelope containing** Rs. 5,00/- (Rupees Five Hundred) as Earnest Money Deposit (EMD) Demand Draft on any Nationalised/Schedule Bank in India in favour of “The Orissa Minerals Development Company Limited ” payable at Kolkata to be submitted along with the of **Part-I (Techno- Commercial)**.
- c) All the **3(three)** envelopes containing **Part - I and Part - II** shall be put in a **3rd (Third)** envelope duly sealed, super scribed with Tender Notice No., Name of the **Tender for Annual Rate Contract (ARC) for Refilling of used cartridge and toner for OMDC, BLSC & EIL AS AND WHEN REQUIRED BASIS** , date of opening of Technical Bid and addressed to Asst .Manager (Stores), EIL/ OMDC/ BSLC., AG-104,Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City,Kolkata-700091 .
- d) Tender not submitted with Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.
- e) Tenders can be submitted either by post, courier service or deposited in the Tender box in the office of the Asst. Manager (Stores), EIL/OMDC/BSLC, AG-104, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700091.

However, EIL/OMDC/BSLC shall not be responsible for delay occurring in postal/ courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format will be liable to be summarily rejected. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

- a) Tenders will be received up to **3.00 P.M. on 20.11.2017** and will be opened on the same day at **3.30 P.M.** in the presence of bidders or their authorized representatives.
- b) The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone.
- c) Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT. EIL/OMDC/BSLC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

a) **OPENING OF TENDER :**

Cover - I, i.e. Technical Bid will be opened in the presence of the bidders or their accredited representative at the office of The Assistant Manager (Stores), EIL/ OMDC/ BSLC on **20/11/2017 at 3.30 pm.**

Cover - II, i.e. Price Bid of the Bidders, whose Technical Bids are found acceptable afterwards on a suitable date, which will be intimated to the bidders in due course through letter/fax/telephone.

OMDC/BSLC/EIL also reserves the right to cancel/postpone the date of receipt and opening of the Tender without bearing any liability whatsoever, consequent upon such decision.

b) VALIDITY :

The Tender and the prices quoted shall be deemed to remain valid for a period of 90 days from the date of opening of Techno-Commercial Bid.

5 FORCE MAJEURE CLAUSE:

(a) If at any time during the existence of this W.O./LOI either party is unable to perform whole or in part any obligation under the Contract or delays the performance under the Contract owing to or resulting from cause or causes beyond the control of either party such as; acts of God, strikes, go-slow, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by fire or floods, plague, or other causes; EIL/OMDC/BSLC and/or the Agency shall be relieved of the responsibility for performance of the Contract as per *para* (c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

(b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2 (Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in *para* (a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advise the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under the Contract.

(c) Either party shall be relieved of the responsibility of performance of the W.O./LOI to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

(d) In the event that the duration of the postponement of the Contract mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

6 MODIFICATION OF CONTRACT :

The Company reserves the right to make any modification /alternation in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s).

7 . EXIT CLAUSE :

Both the parties have right to exit from this contract/agreement by serving notice in writing of at least ninety days.

8 ARBRITATION:

Any dispute or difference under or arising out of or in respect of the agreement may be referred to the sole arbitration by a person appointed by the Managing Director, for each companies (OMDC,BSLC and EIL)and his decision in the matter will be final and binding on the agency and company. The arbitration shall be carried out as per arbitration Act, 1996 and Rules made there under amended as time to time.

Note: i) The High Court at Kolkata and /or District Court at Barasat will have the jurisdiction to address any unsettled dispute.

ii) No claim on arbitration will be entertained in regard to facts which party is supposed to ascertain before participating in the tender.

SIGNATURE OF THE TENDERER/

AUTHORIZED SIGNATORY

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

Annexure-I

CERTIFICATE TO BE GIVEN BY THE BIDDER:

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC/BSLC/EIL.

SIGNATURE OF TBIDDER

WITH DATE & SEAL

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

Annexure-II

DECLARATION BY THE BIDDER

To
The Asst. Manager(Stores)
OMDC/BSLC/EIL,
AG-104, Sourav Abasan, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700091

Sub : Tender for A) **Tender for Annual Rate Contract (ARC) for Refilling of used cartridge and toner for OMDC, BLSC & EIL AS AND WHEN REQUIRED BASIS.**

Ref.: BGC/Enq/HO/MAT/Refilling Cartridge/10/2017-18, Dated 07/11/2017

Dear Madam,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC/BSLC/EIL at any time. .

I/We enclose herewith the required documents.

Yours faithfully,

SIGNATURE OF TBIDDER

WITH DATE & SEAL

Encl: List of documents.

**Part-I Techno Commercial Bid
Part-II Price Bid.**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
Head Office, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

PRICE BID

Annexure -A

List of New Toner Cartridges

Sl.No.	Cartridge No.	Cost of refilling (Rs. in fig) excluding tax	Cost of refilling (Rs. in word) excluding tax
1	HP 88 A		
2	HP 78 A		
3	HP 12A		
4	HP 36 A		
5	HP 950 XL BLACK		
6	HP 951 XL CYAN		
7	HP 951 XL MAGENTA		
8	HP 951 XL YELLOW		
9	HP 702 BLACK		
10	HP 21 BLACK		
11	HP 22 COLOUR		

12	HP 802 SMALL BLACK		
13	HP 704 BLACK		
14	HP 704 COLOUR		
15	HP 802 COLOUR		
16	HP 79 A Black		

Signature:-

Seal:-

N B - 1) In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation .

2) The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid for each item.

3) GST will be paid extra as applicable.