

ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR

At/Po:- Keonjhargarh, Dist:-Keonjhar-758001, Orissa

(ESTD-1956)

Govt. of Orissa.

Bid Document.

Notice No 1895./Date. 29.08.2016

**PROCUREMENT OF MACHINERIES
FOR THE YEAR 2016-17 OF OSME, KEONJHAR UNDER UP-GRADATION OF
POLYTECHNIC FUNDED BY MHRD, NEWDELHI**

ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR

Phone: 06766-255432 (O)

FAX-06766- 255432

ADDRESS FOR CORRESPONDENCE

Principal, Orissa School of Mining Engineering, Keonjhar

Po:-Keonjhargarh, Dist:-Keonjhar, Orissa, Pin:-758001

Phone: 06766-255432 (O),

FAX-06766- 255432, E-mail id:- osme_keonjhar@yahoo.com

Website:-www.osme.net.in

GENERAL TERMS & CONDITIONS OF CONTRACT FOR PROCUREMENT

1. **Eligible Equipments and Services**

- 1.1 The Bidders shall quote the articles as per the Bid technical specification enclosed in **Annexure-VII** of reputed manufacturer with their brand names. The articles quoted should have adequate service facilities after sale.

The bidders can quote for any/all the items in the Packages of requirement and each item of the Packages will be evaluated and awarded separately.

Separate bids are to be submitted for each package if submitting tender for different packages. The package number should be super scribed on the envelop accordingly along with requisite EMD & Processing fee for the package.

- 1.2 The firms those who have participated in the bid process in response to our tender Notice No.658 dtd.05-03-2016 can submit their bids afresh without processing fees only in the same package along with the EMD.

2. **Documents Establishing Bidder's Eligibility & Qualification**

- 2.1 The Bidder shall furnish as part of the Bid the following Documents establishing Bidder's eligibility and qualification to perform the contract, to the Purchaser's satisfaction.

- a) That the Bidder who is not an OEM has to be duly authorised by the manufacturer to supply the equipments.
- b) That the Bidder (in case of manufacturers) has financial, technical and production capacity necessary to perform the contract.
- c) That the OEM (in case of Registered suppliers) has executed supply of such items as mentioned in Schedule of Requirement of Equipments to different ITIS / PSUs/NITs and other manufacturing companies.
- d) Copies of valid VAT/STCC and ITCC/Non-Assessment Certificates shall be furnished by the Bidder and the originals of the above certificates shall be produced to the purchaser before placement of notification of award if asked for by the Purchaser. In case of outside State Bidders, the concerned firm is required to submit copy of the Non- Assessment Sales Tax Clearance Certificate issued by competent Sales Tax authority of the State of Orissa in favour of their firm along with copy of the VAT\CST & Income Tax Clearance Certificate. Any Bidder failing to submit the above documents the Bid of the firm may be rejected.

3. **Documents Establishing Equipments Eligibility.**

- 3.1 The equipments offered against the schedule of requirement of equipments should be in accordance with the stipulated specifications.

- 3.2 The documentary evidence may be in the form of literature, pamphlets, manuals, drawing, circuit diagram etc. and shall furnish :

- a) Detailed description of equipments with essential technical and performance characteristics.
- b) A list giving full particulars, including available source and current price of spare parts, special tools etc. necessary for proper and continuing function of the equipments for a period of two years after verification by the Institute.

4. **Bid Price**

- 4.1 The Bidder shall quote their lowest possible price. The price quoted by the Bidder shall be "fixed" during the Bidder's performance of the contract and not subject to any variation and/or escalation.
- 4.2 The contract price shall include the cost of the equipments, Charges towards Packing, forwarding, handling, insurance, freight, incidental service, installation & commissioning of the equipments and training to the consignee's personnel at site.
- 4.3 The Supplier shall give operational training to at least two faculty of each consignee on the equipment & /Computer Software free of any extra cost to the purchaser. The training may be arranged in the purchaser's premises or at the works of the manufacturer/ their authorized agent. If the training is conducted outside the consignee Institution, the living & incidental charges for the faculties consistent with their status shall be borne by the Supplier including to and fro journey fare.
- 4.4 The Bidder shall furnish the break-up of cost as follows solely for the purpose of facilitating the comparison of Bids only. The price must be stated separately for each item.
- a) Ex-Factory.
 - b) Packing, Forwarding and Handling charges
 - c) Insurance charges
 - d) Freight up to destination Institution.
 - e) Erection, Assembly, commissioning, incidental service, including testing, training charges
 - f) Tax component (i.e Excise Duty, Sales Tax, VAT other levies) payable by the Consignee.
 - g) Delivery cost at site (including Tax Component)

5. **EMD :**

- 5.1 All bids must be accompanied by the EMD not less than 2% of the tendered value in shape of Demand Draft only drawn in favour of Principal, **Orissa School of Mining Engineering, Keonjhar**, payable at any Nationalized bank of Keonjhar.
Sealed Tenders are invited from reputed Original Equipments Manufacturers (OEM)/ Authorized dealers, for supply of Machines/Equipments for Orissa School of Mining Engineering, Keonjhar.

Sl. No	Activity	Date	Time
1	TENDER DOCUMENT DOWNLOAD/DATE OF COMENCEMENTS OF SALE OF BIDDING DOCUMENTS	30-08-2016	1.00 P.M.
2	LAST DATE OF RECEIVING TENDER DOCUMENT (By Regd. Post/ Speed Post/By Hand)	20-10-2016	11.00 A.M.
3	TENDER OPENING	20-10-2016	11.00 A.M.

Packages :

PAKAGES	Approximate Value in Lakhs	Approx . EMD @2% of the Tendered value (To be submitted with the commercial Bid) (Refundable)	COST OF TENDER DOCUMENT + POSTAL CHARGES FOR ANY/ALL PACKAGES + Processing Fee (in Rs.). (To be submitted along with the Technical Bid) (Non Refundable) Rs. 2000/-
P-I, MECHANICAL ENGG.	10 Lakhs	20,000	2,000/-
P-II, METALLURGY ENGG	40 Lakhs	80,000	2,000/-
P-III, MINING ENGG	19 Lakhs	38,000	2,000/-
P-IV, ELECTRICAL ENGG	10 Lakhs	20,000	2,000/-
P-V, CIVIL ENGG.	03 Lakhs	6,000	2,000/-

- 5.2 The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 5.3 To the unsuccessful bidders', EMD will be discharged or returned as promptly as possible but not later than thirty(30) days after the expiry of the period of tender validity prescribed by the Purchaser.
- 5.4 To the successful Bidder's EMD will be discharged upon the Bidder signing the contract and furnishing the performance security.
- 5.5 The EMD may be forfeited:
(i) If a Bidder withdraws its bid during the period of bid validity.
(ii) Or if the Bidder fails to furnish performance security in accordance with Clause 6.

6. Performance Security

- 6.1 The successful Bidder shall furnish Performance Security within 21 days after the Supplier's receipt of **Notification of Award** for an amount equivalent to 5% (Five Percent) of the Contract Price in the form of Demand Draft or an irrevocable Bank Guarantee issued by a Nationalized Bank in favour of the Purchaser valid till 28 days after the date of expiry of defect liability period or the guarantee/warranty period as the case may be. The performance security form is enclosed in **Annexure-II** of the Bid Document.
- 6.2 The Performance Security will be discharged /refunded within one month after the expiry of guarantee/warranty period or the defect liability period.
- 6.3 The Performance Security shall be forfeited in case any terms and conditions of the contract are infringed or the bidder fails to make complete supply satisfactorily or complete the work within the delivery/completion period agreed in the contract without prejudice to the purchaser's right to take further remedial actions in terms of the contract and bidding documents which formed part of the contract.

7. Delivery of Equipments

- 7.1 The delivery of equipments shall be made by the supplier in accordance to the order placed to the Consignee as shall be detailed in the Schedule of requirement of Equipments.

8. **Inspection/ Test**

- 8.1 The Purchaser or his representative shall have the right to inspect/ examine/ test the equipments in conformity with the contract awarded/supply order.
- 8.2 The inspection/examination/ test may be conducted in the premises of the Supplier or at the equipments final destination in the premises of the consignee, as will be decided by the Purchaser.
- 8.3 The purchaser's right to inspect/ examine/test & where necessary to reject the equipments after the arrival of the equipments at the final destination, shall in no way be limited or waived by the reason of the equipments having been inspected and tested by the manufacturer previously. In case of rejection of the equipments at the final destination after inspection and test as stipulated above, the purchaser has to give sufficient reasons justifying such rejection.
- 8.4 In case any inspected/ tested equipments fail to conform to the specification/ working condition, the purchaser may reject them and the supplier shall replace/ repair the same free of cost. If required the tenderer may be asked to demonstrate the equipments during evaluation of Technical bid.

9. **Payment Terms**

- 9.1 No advance payment is allowed by the Purchaser to the supplier for performance of the contract in question.
- 9.2 The standard payment terms(subject to recoveries, if any) upon submission of required documents shall be as follows :
Full 100% payment shall be made after /installation, and commissioning and demonstration of satisfactory performance and imparting training to the satisfaction of the consignee.

10. **Guarantee/Warranty**

- 10.1 The supplier shall supply the equipments strictly as per the specification and time provided in the contract.
- 10.2 **Warranty maintenance Period for General Equipments (Except Computer Hardware & Peripherals)** shall remain valid for 12 months after the Equipments have been supplied/installed at the final destination indicated in the contract.
- 10.3 The Purchaser shall promptly communicate to the Supplier in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such communication in writing, the supplier shall, within reasonable time period repair or replace the defective Equipments or parts thereof, free of cost within the guarantee period.
- 10.5 If the Supplier, having been noticed, fails to rectify the defect(s) within a reasonable period, the purchaser may proceed to take such remedial measures to repair the defective equipments in question and shall reimburse the amount for such repair from the supplier. In that event, the Supplier shall pay the amount within a period of two weeks from the date of demand.

11. **Insurance**

- 11.1 The Purchaser will not pay separately for transit Insurance. The supplier is completely responsible for delivery of equipments in perfect condition and shall replace/ rectify the missing/ defective parts if any at his own cost.
- 11.2 The equipments to be supplied under the Contract shall be fully insured (**110%** of the Ex-Factory/ Ex-shop value of the equipments) against loss or damage incidental to manufacture or acquisition, transportation, storage & delivery of the equipments from Warehouse/ Factory/ Ex-shop of the supplier to the delivery point.

12. **Transportation**

- 12.1 The Supplier shall be required to meet all transport and storage expenses until delivery of the Equipments covered in the contract to the Consignee.

13. **Incidental Services**

- 13.1 The Supplier shall be required to provide any or all of the following services :
(The cost shall be included in the Contract Price)
- a) Furnishing of detailed literature/pamphlets/ circuit diagram/ operation & maintenance manual / drawings (as applicable) for each appropriate unit of supplied equipments.
 - b) Furnishing of tools required for assembly and / or maintenance of the supplied equipments.
 - c) Performance or supervision of on-site assembly and / or maintenance of the supplied equipments.
 - d) Performance or supervision or maintenance and/ or repair of the supplied equipments, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty/ guarantee obligations under the contract.
 - 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 equipments.
 - f) A maintenance contract for the equipments supplied, if required by the user beyond the warranty period shall be on mutually agreed upon terms between the user and supplier. The cost of such maintenance contract shall not be included in the Bid cost.

14. **Taxes and Duties.**

- 14.1 The Supplier shall be entirely responsible for payment of all Taxes, Duties etc. incurred until delivery of the contract equipments to the Consignee subject to recovery afterwards in the bill as claimed in the Bid offer.
- 14.2 The Excise Duty is payable to Manufacturer quoting excisable items, on production of proof thereof, if claimed in the Bid offer.
- 14.3 VAT as applicable is payable, to the suppliers of the State of Orissa if claimed in the Bid offer.
- 14.4 C.S.T will be paid to the Suppliers of the outside State other than Orissa, if claimed in the Bid offer.
- 14.5 Entry Tax, if paid by the Supplier, at the local (destination head) Corporation/Municipality/NAC, it will be reimbursed only on production of money receipt for such payment, if claimed in the Bid offer.

15. **Period of Validity of Bids**

- 15.1 The bid shall remain valid for a period of minimum 90 days for acceptance, from the date of opening of bid.
- 15.2 A bid valid for a shorter period may be rejected, as non-responsive.
- 15.3 In absence of any indication of the date of validity in the bid, it will be presumed that the offer will remain valid for the minimum period as prescribed above.
- 15.4 Under exceptional circumstances the purchaser may solicit the bidders consent for extension of the period of validity by mail, fax or written. If agreed upon, the bid security so deposited shall also be suitably extended.

16. **Standards**

- 16.1 The Equipments supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

17. **Sealing and Marking of Bids**

- 17.1 The bidders shall submit two separate bids i.e. Technical & Commercial bid separately in another sealed cover. Both bids should be sealed properly. The commercial Bids of the Tenderers will be opened & compared only after qualifying the Technical Bid, otherwise the Commercial Bid will be returned unopened to the concerned Tenderer.
- 17.2 The Inner and Outer Envelop shall be:-
 - a) **Addressed to the Purchaser at the following address:**
Principal, Orissa School of Mining Engineering, Keonjhar-758001, Odisha.
- 17.3 The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared 'late'.
- 17.4 If the outer envelope is not sealed and marked as required, the Purchaser will not be responsible for misplacement or otherwise of the Bid.

18. **Deadline for Submission of Bids.**

- 18.1 Bids must be received by the Purchaser at the address specified not later than the date and time mentioned in the tender notice,
- 18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids.

19. **Late Bids**

- 19.1 Any bid received by the Purchaser after the date and time fixed for submission of bids will be rejected and / or returned unopened to the Bidder on that ground alone.

20. **Opening of Technical Bids by Purchaser**

- 20.1 The Purchaser will open Technical bids, in the presence of Bidder's duly authorized representatives who choose to attend, at the date & time of opening of the Bid mentioned in the tender Call Notice in the following location:
**O/o- The Principal, Orissa School of Mining Engineering, Keonjhar P.O:
Keonjhar-758001, Orissa.**
The Bidders' duly authorized representatives who are present shall sign a

register evidencing their attendance. Each bid for machineries and equipments will be sent to the concerned deptt. for technical evaluation. **If required the tenderer may be asked to demonstrate the equipment(s)/machine(s) for evaluation of the Technical bid at their own cost.**

21. Opening Commercial Bid:

- 21.1 The name of the bidder/tenderer and the total amount of each bid along with important conditions like excise duty, sales tax, delivery terms, delivery period, special conditions and discounts, if any, shall be read out at the time of commercial bid opening. Withdrawal notices and modifications to the Tender shall be read out first followed by the tender of the bidder/tenderer.
- 21.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.3 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 the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 21.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bids itself without recourse to extrinsic evidence.
- 21.5 Bids received without certified copies of ITCC & STCC/VAT valid upto preceding year issued by competent authority may be treated as non-responsive and liable for rejection.
- 21.6 Bids received without the requisite Bid Security shall be treated as non-responsive and shall be rejected.
- 21.7 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not prejudice or affect the relative ranking of any Bidder.

22. Evaluation and Comparison of Bids

The bidders may choose to quote for one or more items in the Package of requirements and each items of the Package will be evaluated and awarded separately.

- 22.1 The comparison shall be made on the total price at the destination ,Such price to include all costs as well as duties and taxes paid or payable on components and raw-material incorporated or to be incorporated in the equipments,
- 22.2 The Purchaser's evaluation of a bid will take into account, in addition to the bid price and the price of incidental services, the following factors :-
 - a) The purpose of tender evaluation is to determine substantially responsive tender with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award.
 - b) Evaluation of tenders should be made strictly in terms of the provisions in the tender documents to ensure compliance with the commercial and technical aspects.

- c) The past performance of the suppliers will be taken into account while evaluating the tenders.
- d) Cost of the inland transportation, insurance and other costs as per Clause 4 within the Purchaser's Country incidental to delivery of the equipments to their final destination;
- e) Delivery schedule offered in the bid;
- f) Deviations in payment schedule from that specified in the General Terms & Conditions of Contract;
- g) The cost of components, spare parts and service.
- h) The availability in the Purchaser's country of spare parts and after-sales services for the equipments offered in the bid;
- i) The projected operating and maintenance costs during the life of the equipment/ equipments.
- j) The performance and productivity of the equipment/ equipments offered;
- k) The quality and adaptability of the equipment/ equipments offered.

23. **Award Criteria**

- 23.1 The Purchaser will award the Contract to the successful Bidder whose bid has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 23.2 Quality, durability and adaptability of the equipment/ equipments offered suiting to use in Training Practice shall continue to be the overriding factor for selecting any equipments and determining the lowest evaluated bid.
- 23.3 The purchaser shall award the contract within the period of validity of tenders to the Bidder who meets the Tender condition in all aspects has the necessary technical and production capabilities and financial resources whose Bid is substantially responsive to the tender conditions and has offered the lowest evaluated cost.

24. **Purchaser's Right to Accept any Bid and to Reject any Bid**

- 24.1 The Purchaser reserves the right to accept or reject any bid without assigning any reason thereof at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders on the grounds of such action of the purchaser.

25. **Notification of Award**

- 25.1 Prior to the expiration of the period of validity of the Bid, the Purchaser will notify the successful Bidder in writing by registered letter or by Fax, to be confirmed in writing by registered letter or by speed post, that his bid has been accepted.
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 Upon the successful Bidder's furnishing of the performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

26. **Signing of Contract**

- 26.1 At the same time as the Purchaser notifies the successful Bidder that his bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all terms and conditions of the agreements between the parties.
- 26.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

27. **Resolution of Disputes by Arbitration**

- a) The Purchaser and the Supplier should try to resolve the disputes, if any, arising out of the contract, amicably between them, failing which the same shall be referred to the, **Principal, Orissa School of Mining Engineering, Keonjhar P.O: Keonjhargarh-758001, Orissa**, for adjudication as the sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 whose decision will be final and binding on all the parties to the dispute.

28. **Jurisdiction of the Court.**

- a) The Purchaser and the Supplier shall agree that the competent Court at Keonjhar shall have the jurisdiction to try and decide anything between the parties and they may approach the Competent Court at Keonjhar if required at any time.

**Principal
Orissa School of Mining Engineering,
Keonjhar P.O: Keonjhargarh-758001, Orissa.**

**PACKAGE NO:
PRICE SCHEDULE FOR EQUIPMENTS
(ITEM WISE)**

Bid No. _____

Category _____

1. Item No. :
2. Item with specification :
3. Total quantity to be delivered :
(Approx. quantity as shown in schedule of requirement)
4. Bid Price.
 - a) Rate per unit at delivery point :
(Excluding tax component)
 - b) Delivery cost at site (3 x 4a) :
5. Delivery period offered :
6. Break up Price (of SL – 4b)
 - a) Ex-factory/Ex-ware house/Ex-show room/off the shelf price :
 - b) Packing, for warding & handling charge :
 - c) Insurance charge (if any) :
 - d) Transportation cost up to institution :
 - e) Erection, Assembly, Commissioning & incidental service :
 - f) Delivery cost at site (excluding tax component)
(Add 6a + 6e) = 4b.
7. Tax Components.
 - a) Excise duty (if any) :
 - b) VAT/Sales Tax and other levies (if any) :
 - c) Total tax component (Add 7a + 7b) :
8. Delivery cost at site (including tax component)
(Add 6f + 7c)

Signature of the Bidder

PERFORMANCE SECURITY

Bid No. _____

Notification of Award No. _____

Reference No.....
Bank Guarantee No.....

To
**The Principal, Orissa School of Mining Engineering,
Keonjhar, P.O/Dist: Keonjhar -758001, Orissa**

M/s.....
(Address).....
.....
(The Supplier)

Where in the above supplier has undertaken in pursuance of contract for the above referred bid to supply the equipments & services as mentioned in the notification of Award of Contract issued by you (the purchaser) in favour of the supplier.

Where as it has been stipulated by you in the said Notification of Award that the supplier shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum as specified there in as security for compliance with the supplier's performance obligations in accordance with the contract.

And where as we have agreed to give the above named supplier a Bank Guarantee for the aforesaid purpose.

Therefore, we hereby guaranteed and affirm that we are guarantors and responsible to you on behalf of the supplier, up to a sum of Rs.....(Rupees
.....) and we undertake to pay you, upon your first written demand is received by us without any demur or argument, any sum or sums within the limits of guarantee amount, as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

We further agree not to revoke this guarantee without your written permission for a period of 3 years from the date of issuance of this Bank Guarantee.

Signature of Authority of Guarantor Bank
Address and Seal.

Date :-

WARRANTY MAINTENANCE CONTRACT AGREEMENT.

THIS AGREEMENT made the.....day of, 19.... between the Principal, **Orissa School of Mining Engineering, Keonjhar, P.O/Dist: Keonjhar -758001, Orissa** (hereinafter "the Purchaser") of the one part and M/s.....(hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain Equipments & ancillary services viz, supply, installation & commissioning of the equipment at Consignee site including Warranty Maintenance Services and has accepted a bid by the Supplier for the supply, installation & commissioning of the equipment specified below at the Consignee site including Warranty Maintenance Services for a period of 3 years/1 year from the date of installation & commissioning of the equipment as per award of Contract No..... dated

Name of the Equipment/Software and Quantity.

(To be filled in as per details of equipments in the award of Contract)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Maintenance Services shall consist of Preventive and Corrective maintenance of equipment specified above & will include repair and replacement of parts free of cost.
2. Preventive maintenance, monthly once, which includes:
 - 2.1 Check-up to ensure that device connection is proper, cabling is at proper condition etc.
 - 2.2 Cleaning of the above equipment & checking the System Performance.
3. The Supplier is to furnish the tentative schedule of the preventive maintenance (as mentioned in item 1) of Warranty Maintenance Contract (WMC) to be carried out.
4. The parts replaced must be new parts or equivalent in performance to new parts.
5. The Supplier will also provide the same maintenance service in case of the movement of equipment from the place of original installation to a different place or location, if the equipment is shifted by the Purchaser to another place or location at the cost and risk of the purchaser.
6. Any complaint informed through telephone must be acknowledged with a Complaint No. by the Supplier which will be noted by Consignee. All further contact with the Supplier on such complaint will be initiated through that Complaint No. Once rectification done, that No. will be canceled by both parties. A register is to be maintained by the Supplier where complaints are to be noted along with Complaint No.

7. Shoes should be removed before entering into the Computer room or the place where the equipment has been installed.
8. The maintenance shall normally be done during working hours of the customer i.e. from 10 AM to 5 PM. However, in case of emergency, maintenance may have to be done beyond office hours and even on holidays. Prior arrangement through proper communication should be worked out in all such cases by the Supplier & the Consignee.
9. The Service Engineer of the Supplier will be allowed to handle the respective equipment only in presence of the officer in charge at the Consignee site.
10. The Supplier should ensure that maintenance job is not hampered/delayed due to paucity of spares/inadequate man power etc.
11. The Supplier should submit the services call report, to the Consignee for each and every service call without fail.
12. In case of delay/lack of communication, down time will be calculated as mentioned below in WMC Clause.

WARRANTY MAINTENANCE CONTRACT (WMC) CLAUSE

Normal response time for repair is 24 hours from the actual time of reporting of the problem to the Supplier.

	Period	Extension of WMC period
Response Time	Above 24 hrs & below 48 hrs.	2 days for delay of each day.
	Above 48 hrs & below 96 hrs	One Week for each day of delay
	Above 96 hrs	Two weeks for each day of delay
Down time	Above 24 hrs & below 48 hrs	Two days for each day of delay
	Above 48 hrs & below 96 hrs	One Week for each day of delay
	Above 96 hrs	Two weeks for each day of delay.

13. The Supplier evaluation data format for the WMC of Consignee systems may be filled up for necessary action.
14. All formats after filled up should be signed at the end of each page by the Supplier.
15. After completion of the work/repair/maintenance, the Purchaser shall issue a certificate of completion to the supplier to that effect.

Signature

Signature

For the Purchaser

For the Supplier

Name :

Name :

Designation :

Designation :

Address :

Address :

Telephone No :

Telephone No :

MANUFACTURES' AUTHORISATION FORM

No. _____ / Date _____ /

To
**The Principal,
Orissa School of Mining Engineering,
Keonjhar, P.O./Dist: Keonjhar -758001, Orissa
Ph. No.-06766-255432 (O), 256832 (Fax)**

Dear Sir, Tender No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ (Address of Factory) to thereby authorize M/s. _____ (Name and address of Agent) to submit a bid and sign the contract with you against the above tender.

* No company or firm or individual other than M/s. _____ are authorized to bid and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guaranty and warranty as per general conditions of contract for the equipments and services offered by the above firm against this tender.

Yours faithfully,

(Signature for and on behalf of Manufacturers)

Note : This letter of authority should be on the letterhead of the manufacturer and should be signed by a person, competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

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- This para should be deleted for simple items where manufacturers sell the product through different stockiest.
 - The Supplier/Managing Director of the Company (if the supplier is a Company) or the Power of Attorney Holder having specific power to sign the contract can only sign the contract/execute the agreement.

CALCULATION OF EMD

Item No.	Item Quoted	Approx. Qty.	Rate/Unit (Highest Quoted Rate)	Total Amount (in Rs.)
			Grand Total :	Rs.
EMD : - 2% of Grand Total Amount				Rs.

Signature of Bidder

PERFORMANCE STATEMENT
(IN PROOF OF THE ELIGIBILITY OF THE BIDDER)

Order placed by the organisation with Address.	Order copy	Value of order	Performance Report from the concerned Organization.

Signature of bidder

CHECK LIST**Documents to be submitted in a separate unsealed cover along with technical and commercial bids**

- | | | |
|----|----------------------------------------------------------------------------|------------------------------------------------------------|
| 1. | Accepted Terms and Conditions. | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 2. | EMD amount | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 3. | Performance statements as per annexure-VI | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 4. | Authorisation from manufacturer as per annexure- IV | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 5. | VAT clearance certificate. | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 6. | Delivery period of supply. | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 7. | Demand draft/Money Receipt towards purchase of tender Papers package wise. | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| 8. | Income Tax Clearance for the previous year | <input type="checkbox"/> YES / <input type="checkbox"/> NO |

(These documents are essential in evaluating responsive /unresponsive bids)