



ଜିଲ୍ଲା ପରିଷଦ, ଦେବଗଡ଼  
ପଞ୍ଚାୟତିରାଜ ଓ ପାନୀୟ ଜଳ ବିଭାଗ  
ଓଡ଼ିଶା ସରକାର

**Zilla Parishad, Deogarh**  
**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT**

BY FAX/E-mail  
ପୁରୁଣାଗଡ଼, ଦେବଗଡ଼ - ୭୬୮୧୧୯  
ଦୁରଭାଷ: ୦୬୬୪୧ - ୨୨୬୩୩୦  
Purunagarh, Deogarh-768119  
Phone-06641 - 226330  
E-mail : ori-ddeogarh@nic.in

## TENDER DOCUMENT

FOR

### SUPPLY OF ROAD MILK TANKER OF 5 KLCAPACITY

Date of Commencement for Bidding	14.11.2023, 10 AM onwards
Last Date & Time for Bidding	03.12.2023 (Up to 5.00 PM)
Date & time for receipt of the hard copies of Demand Draft for paper cost & EMD	14.11.2023 to 03.12.2023 (10.00 AM to 5.00 PM)
Date & Time of opening of Technical Bid (After evaluation of Technical Bid, the date of opening of Commercial Bid shall be informed to the qualified bidders)	04.12.2023 To 5.12.2023

RECEIPT OF TENDER PAPERS :  
PLACE OF OPENING OF TENDER:  
ADDRESS FOR COMMUNICATION:

*Shou*  
*13.11.23*  
Chief Development Officer-Cum-E.O,  
Zilla Parishad, Deogarh

Office of the Chief Development Officer-Cum-Executive Officer,  
Zilla Parishad, Deogarh, At/P.O.: Purunagarh, Dist.-Deogarh, Odisha,  
Pin - 768119



ଜିଲ୍ଲା ପରିଷଦ, ଦେବଗଡ଼  
ପଞ୍ଚାୟତିରାଜ ଓ ପାନୀୟ ଜଳ ବିଭାଗ  
ଓଡ଼ିଶା ସରକାର

**Zilla Parishad, Deogarh**  
**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT**

BY FAX/E-mail  
ପୁରୁଣାଗଡ଼, ଦେବଗଡ଼ - ୭୬୮୧୧୯  
ଦୂରଭାଷ: ୦୬୬୪୧ - ୨୨୬୩୩୦  
Purunagarh, Deogarh-768119  
Phone-06641 - 226330  
E-mail : ori-ddeogarh@nic.in

Letter No: ୨୫୫୨/

Date: 13-11-2023

## TENDER NOTICE

FOR

### **SUPPLY OF ROAD MILK TANKER OF 5KL CAPACITY**

C.D.O-Cum-E.O, Zilla Parishad, Deogarh invites sealed techno-commercial offer in separate envelope from Manufacturer / Authorized Dealer of vehicles of TATA / Mahindra/Ashok Leyland/ Eicher make for supply of :-

#### **01. 5000LiterCapacity-01 no Road Milk Tanker (Double compartment)**

Tender document can be down loaded from web site [www.deogarh.nic.in](http://www.deogarh.nic.in) against payment of required amount in shape of Demand Draft drawn in favour of **C.D.O, Zilla Parishad, Deogarh** drawn on any nationalized bank payable at **Deogarh**. The Tender document should be duly filled & submitted on due date along with the cost of paper .

The sealed technical & commercial bid along with required EMD (inside commercial bid) should reach at office address to **CDO-cum-EO,ZP, Deogarh, AT/PO - Purunagarh, Dist - Deogarh, PIN-768119, Odisha** by Dt. 03.12.2023 up to 5 PM hours. The Bid shall open on 04.12.2023 & 05.12.2023 at 11 A.M. to 4.00 P.M. in presence of interested bidders. For details please visit our website [www.deogarh.nic.in](http://www.deogarh.nic.in).

The corrigendum / amendment to this notice required shall be published only in the Deogarh district website and will not be published again in newspapers.

***C.D.O-Cum-E.O, Deogarh reserves the right to cancel partial or whole tender without assigning any reason thereof.***

*Shek*  
*13.11.23,*

**C.D.O-cum-E.O,  
Zilla Parishad, Deogarh.**

## SECTION -II

### INSTRUCTION TO BIDDERS

#### A. GENERAL INFORMATION

#### SCOPE OF WORK:-

Supply of Road Milk Tanker – 5KL capacity at Deogarh.

#### 1.0 LOCATIONS AND AREA

- **Deogarh**

#### 2.0 Period of Completion

The period of completion of work shall be two (002) months from the date of issuance of Work Order. Period of completion of work is important for this project. The work has to be carried out strictly as per the work programme within the completion period.

#### Eligibility and Qualification requirements:-

The bidder should be the manufacturer or authorized dealer of the vehicle.

The bidder should have minimum three years' experience in supply of Road Milk Tanker to different Institutions, dairies, Cooperatives etc.

The bidder should furnish the purchase order/performance certificate from the client.

The bidder should be technically sound to design the Road Milk Tanker of 5000 Liter capacity to select the matching capacity, Chassis for smooth operation.

The bidder should be fully equipped with the technical manpower and other resources to render after sales service and to attend the break down call in time.

The bidder should not have been blacklisted by any dairy, Cooperatives or Institutions.

Annual Sales turn over should not to be less than 20 lakhs during the financial year 2020-21, 2021-22 & 2022-23.



**3.0 Price basis:**

The quoted prices for the tankers shall be on for destination basis, inclusive of all taxes, including GST, transportation, transit insurance and other incidental charges, loading & unloading charges etc. as applicable. The bidder shall, however, provide a break-up of the prices quoted.

Bidders are required to give break up of unit rates & quantities of each & all items to be supplied for the purpose of the contract.

**4.0 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid to "C.D.O-CUM-E.O, ZILLA PARISHAD, DEOGARH", will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

**B. THE BIDDING DOCUMENTS**

**5.0** The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish required documents or submission of a bid not substantially responsive in every respect will be at the bidder's risk and may result in rejection of the bid.

**6.0 Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify C.D.O-CUM-E.O, Zilla Parishad, Deogarh in writing at C.D.O-CUM-E.O, Zilla Parishad, Deogarh's mailing address indicated in this document. C.D.O-CUM-E.O, Zilla Parishad, Deogarh will respond in writing to any request for clarification of the bidding Documents which it receives not later than 15 days prior to the deadline for the submission of bids prescribed by C.D.O-CUM-E.O, Zilla Parishad, Deogarh. Written copies of C.D.O-CUM-E.O, Zilla Parishad, Deogarh's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding Documents, and will be attached to the Bidding Documents sold subsequently.



## **7. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, C.D.O-CUM-E.O, Zilla Parishad, Deogarh may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment. The amendment will be notified in writing or by Fax or cable to all prospective Bidders, which have received the Bidding Documents and will be binding on them. The amendment will be attached to the bidding documents sold subsequently.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, C.D.O-CUM-E.O, Zilla Parishad, Deogarh may, at its discretion, extend the deadline for the submission of bids.

### **C. PREPARATION OF BIDS**

#### **8. DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:**

Technical Bid should contain information regarding the company/Firm, its registration details, Authorization letter, client list, Performance certificate given by clients if any, Self-declaration of not black-listed, business turn over, experience and other details of the Firm to judge the suitability of the Bidder. Bidder must ensure the following conditions while submitting the bid.

**1) Details of the Firm/ Company:** Copy of the Registration of the Firm/ Company must be enclosed. In case of authorized wholesalers / dealers / distributors certificate from the original Manufacturers should also be enclosed.

**2) Service and Maintenance:** A write up on service and maintenance capability is required. Bidders must indicate their sales and support services centre in Bhubaneswar / Cuttack and their plan to address issues relating to services, maintenance.

**3) Compliance Sheet:** Signed and stamped compliance sheet of the Technical specification of the offered items must be enclosed with technical bid.

**4) Technical printed literature:** Printed Technical literature of the items for which tender is being offered must be enclosed with the Technical Bid.

**5) Clientele list:** list of the Organizations where the similar order has been executed during the last three years and work done list. Supporting documents (copies of orders without any alterations/modification, copies of successful installation report) may be enclosed.

**6) Purchase Order:** Purchase Order Copies to whom similar item has been supplied may also be enclosed.

**7) Performance certificate:** Performance certificate from the previous clients may also be enclosed. Past performance of the Bidder shall be judged at the time of Technical Evaluation

**8) Photocopy of up to date Annual Turnover Certificate** duly certified by Chartered Accountant for last three consecutive years (up to financial year ending on March'2019) i.e for 2020-21, 2021-22&2022-23.PAN/GST certificate and Audited Financial statement duly certified by chartered



Accountant for last 03 financial years along with the copies of Income Tax return must be enclosed with the Technical Bid.

9) (i) Tender fee and EMD both to be submitted in shape of Demand Draft in favor of CDO-cum-EO, ZP, Deogarh payable at Bhubaneswar.

(ii) Information of Demand Draft submitted for : (a) Tender fee of Rs. 1,000/- + GST 18% (i.e. Rs. 1,180/-) (b) Earnest Money Deposit (EMD) of Rs. 2,00,000/-.

iii) The EMD deposited shall not carry any interest, and will be refunded after successful execution of order.

(iv) Tender shall be rejected if the Demand Drafts for the tender form fee and Earnest money are not found in proper order.

10) If the TECHNICAL BID of the Bidder will be found to be in order then only the Price Bid of the bidder shall be opened.

11) Format of documents: "Format of documents required for Technical Bid" should be duly ticked to ensure the list of documents enclosed.

12) Information of EMD/Security/Turnover.

13) GST return (GSTR-I & GSTR-3B) from April 2022 to March 2023.

14) Declaration by the bidder for not being blacklisted by any Institution.

15) Bankers detail of bidder along with a cancelled cheque.

**DOCUMENTS TO BE SUBMITTED IN THE COMMERCIAL BID:**

- The original bidding document as downloaded by the bidder should be signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, there in.
- Filled in Commercial bid format as in the tender document.
- The rate shall include freight, packing, forwarding **inclusive of GST / all other taxes as applicable.**
- The bid form and schedule of quantities provided in the bidding document, completed in accordance with clauses 09 and 10 of Section-II.
- Documentary evidence established in accordance with Clause-11 of Section -II that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- The Bidder shall certify that the rates being quoted are not higher than those quoted for any Govt. Department/ Institution/ organization or DGS & D and that if during the year at any time the Bidder shall quote rate lower than that quoted against this tender, then C.D.O-Cum-E.O, Zilla Parishad, Deogarh would be given the benefit of that lower rate by the Bidder.

**9.0 Bid form**

The Bidder shall complete the bid Form and the schedule of quantities furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, quantity and prices.

10. **Bid Prices**

The bidder shall indicate in the schedule of quantities, provided in this document, the unit prices and total Bid prices of the goods it proposes to supply under the Contract, on for destination basis, inclusive of all taxes & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. It is not mandatory on the part of C.D.O-Cum-E.O, Zilla Parishad, Deogarh to procure all the items and quantity as mentioned in the bills of quantity.

**Bidders shall provide the break-up of their offered prices separately in the following manner:**

- (i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all duties / GST and other taxes already paid or payable:
- (ii) Charges for packing and forwarding, inland transportation, insurance and other costs incidental to delivery of the goods to their final destination; and
- (iii) **The cost of all incidental services required under the contract.**

The bidder's separation of price components in accordance with Para.10.2 above will be solely for the purpose of facilitating the comparison of bids by C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

**Fixed Price**

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price basis for such goods and services will be treated as non-responsive and rejected, pursuant to clause 23 of Section - II.

11. **Documents Establishing Bidders' Eligibility and Qualifications**

The Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the format attached to the Bid document.

The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted, shall establish to C.D.O-CUM-E.O, Zilla Parishad, Deogarh's satisfaction:

- a) That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods.
- b) That the bidder has the financial, technical and production capability necessary to perform the contract.
  - i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
  - ii) Details of experience and past performance of the bidder on vehicle offered and on those of similar nature within the past 3 years.
  - iii) Details of statutory registration as applicable on the firm/company i.e. PAN, GST etc.
  - iv) Qualification and experience of key personnel for successful execution of the contract;
  - v) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates etc;
  - vi) Not being black listed by any organization.



**12 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the bidder proposes to supply under the contract.

The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawing and data, and shall furnish:

- (a) A detailed description of the goods' essential technical and performance characteristics.
- (b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods' use by C.D.O-CUM-E.O, Zilla Parishad, Deogarh :and
- (c) A clause-by-clause commentary on C.D.O-CUM-E.O, Zilla Parishad, Deogarh's technical specification demonstrating the goods' and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the technical specification.

**For purposes of the commentary to be furnished pursuant to Clause 12.2(c) above, the Bidder shall note that standards for workmanship, material and tankers, and references to brand names or catalogue numbers designated by C.D.O-CUM-E.O, Zilla Parishad, Deogarh in its Technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and / or catalogue numbers in its bid, provided that it demonstrates to C.D.O-CUM-E.O, Zilla Parishad, Deogarh's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical specifications.**

**13 Bid Security (Earnest Money Deposit)**

Pursuant to clause 8, the Bidder shall furnish, as part of its bid, **bid security of Rs.2,00,000/-.**

The bid security is required to protect C.D.O-CUM-E.O, Zilla Parishad, Deogarh against the risk of bidder's conduct, which would warrant the security's for forfeiture, pursuant to para. 13.7.

The bid security shall be in one of the following forms:

- (a) A Bank guarantee issued by a Nationalized / scheduled bank located in India in the form provided in the Bidding Documents, and valid for 30 days beyond the validity of the bid, or
- (b) A demand draft in favour of C.D.O-Cum-E.O Zilla Parishad, Deogarh, Payable at Deogarh.

Any bid not secured in accordance with para's 13.1 and 13.3 will be rejected by C.D.O-CUM-E.O, Zilla Parishad, Deogarh as non-responsive.

Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity.

The successful Bidder's bid security will be discharged upon the bidders executing the agreement, pursuant to clause 31, and furnishing the performance security.

The bid security may be forfeited:

- (a) If a bidder with draws its bid during the period of bid validity specified by the bidder on the bid form; or
- (b) In the case of successful bidder, if the bidder fails;
  - (i) To sign the contract in accordance with clause-30
  - Or
  - (ii) To furnish performance security in accordance with clause-31.

**14. Period of validity of bids**

Bids shall remain valid for 01 year after the date of bid opening, stated in the cover page/ tender notice. A bid valid for a shorter period may be rejected by C.D.O-CUM-E.O, Zilla Parishad, Deogarh as non-responsive.

In exceptional circumstance, C.D.O-CUM-E.O, Zilla Parishad, Deogarh may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Cable or Fax. The bid security provided under clause-13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and signing of bid**

The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for amended printed literature, shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signing the bid.

**D. Submission of bids**

**16. Sealing and marking of bids**

The bidders shall seal the original bidding document, along with all relevant documents & drawings, in an envelope.

The envelope shall:

- (a) Be addressed to C.D.O-CUM-E.O, Zilla Parishad, Deogarh at the following address: C.D.O-CUM-E.O, ZILLA PARISHAD, DEOGARH.
- (b) Bear the Tender Reference No. , Name of work & Date of opening.
- (c) Indicate the name and address of the bidder.

If the outer envelope is not sealed and marked as required by Para. 16.2, C.D.O-CUM-E.O, Zilla Parishad, Deogarh will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

The bidders shall submit the "Eligibility and post-qualification application "along with the bid.

17. **Dead line for submission of bids**

Bids must be received by C.D.O-CUM-E.O, Zilla Parishad, Deogarh at the address specified in cover page / tender notice not later than the date and time specified for receipt of the bids as indicated in cover page / tender notice.

C.D.O-CUM-E.O, Zilla Parishad, Deogarh may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Para 7, above in which case all rights and obligations of C.D.O-CUM-E.O, Zilla Parishad, Deogarh and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. **Late bids**

Bids received after the deadline for submission of bids will be rejected or returned unopened to the bidder. CDO-cum-EO, ZP, Deogarh shall not bear any responsibility for late delivery of bids submitted by post.

19. **Modification and withdrawal of bids**

The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by C.D.O-CUM-E.O, Zilla Parishad, Deogarh prior to the deadline prescribed for submission of bids.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of Para 16. A withdrawal notice may also be sent by Fax or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of bid security.

E. **BID OPENING AND EVALUATION**

20. **Opening of Bids**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh will open bids, in the presence of bidders' representatives who choose to attend, at the time and date specified in the Tender notice, at the office of the C.D.O-Cum-E.O, Zilla Parishad, Deogarh. The Bidders representatives who are present shall sign attendance sheet evidencing their presence during the bid opening.

The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as C.D.O-CUM-E.O, Zilla Parishad, Deogarh, at its discretion, may consider appropriate will be announced at the opening.

21. **Clarification of bids**

To assist in the examination, evaluation and comparison of bids C.D.O-CUM-E.O, Zilla Parishad, Deogarh may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

22. **Preliminary Examination**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the document have been properly signed, and whether the bids are generally in order.

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. If there is a discrepancy between words and figures, the amount in words will prevail. The total price shall be corrected accordingly. If the bidder does not accept the correction of the errors, its bid will be rejected.

Prior to the detailed evaluation, pursuant to Para 23, C.D.O-CUM-E.O, Zilla Parishad, Deogarh 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. C.D.O-CUM-E.O, Zilla Parishad, Deogarh's determination of a bid's responsiveness is to be based on the content of the bid itself.

A bid determined as not substantially responsive will be rejected by C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

C.D.O-CUM-E.O, Zilla Parishad, Deogarh may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the Bidder.

**23. Evaluation and Comparison of Bids**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Para 22. However, bidders are allowed the option to offer discounts. The discounts will be taken into account in the evaluation of bids so as to determine the bid offering the lowest evaluated cost for C.D.O-CUM-E.O, Zilla Parishad, Deogarh in deciding award.

The comparison shall be on FOR site basis, (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 goods and GST payable on finished goods offered).

C.D.O-CUM-E.O, Zilla Parishad, Deogarh's evaluation of a bid will take into account, in addition to the bid price and the cost of services, the following factors:

- Cost of final and transportation, insurance and other costs incidental to delivery of the goods to their final destination including excise duty;
- Delivery schedule offered in the bid;
- The cost of components, spare parts and service;

The availability in India of spare parts and after sales services for the RMTs offered in the bid;

- Deviation in payment schedule from that specified in the special conditions of contract;
- The quality and adaptability of the RMTs offered.

**24. Contacting C.D.O-CUM-E.O, Zilla Parishad, Deogarh**

No Bidder shall contact C.D.O-CUM-E.O, Zilla Parishad, Deogarh on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded, unless invited by C.D.O-CUM-E.O, Zilla Parishad, Deogarh for discussions /clarifications.

Any effort by a bidder to influence C.D.O-CUM-E.O, Zilla Parishad, Deogarh in C.D.O-CUM-E.O, Zilla Parishad, Deogarh's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

**F. AWARD OF CONTRACT**

**25. Post-qualification**

In the absence of pre-qualification, C.D.O-CUM-E.O, Zilla Parishad, Deogarh will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.

The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as C.D.O-CUM-E.O, Zilla Parishad, Deogarh deems necessary and appropriate including details of experience and records of past performance. C.D.O-CUM-E.O, Zilla Parishad, Deogarh may also inspect the works of the bidder to satisfy itself regarding the capability of the bidder.

An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; C.D.O-CUM-E.O, Zilla Parishad, Deogarh will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**26.0 AWARD CRITERIA**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh will consider award of contract to the successful bidder whose bid have been determined to be substantially responsive and have been determined as the lowest evaluated bid, pursuant to Para 23 and 25 & who is determined to be qualified to satisfactorily perform the contract.

**27.0 RIGHT TO VARY QUANTITIES AT TIME OF AWARD.**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh reserves the right to increase or decrease the quantity of goods and services specified in the schedule of requirements without any change in unit price or other terms and conditions.

**28. Right to Accept Any Bid and to reject Any or All Bids**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without there by incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for C.D.O-CUM-E.O, Zilla Parishad, Deogarh'S action.

**29. Notification of Award**

Within the period of bid validity, C.D.O-CUM-E.O, Zilla Parishad, Deogarh will notify the successful bidder in writing by registered letter or by cable/ telex/ fax, (to be confirmed in writing by registered letter)that its bid has been accepted.

The notification of award will constitute the formation of the contract.

Upon the successful bidder's furnishing of performance security, C.D.O-CUM-E.O, Zilla Parishad, Deogarh will promptly notify each unsuccessful bidder and will discharge its bid security.

**30.0 Signing of Agreement**

Within 15 days of receipt of the notification of award, the successful bidder shall prepare & sign the agreement, in the format provided in this bidding document, and send the same to C.D.O-CUM-E.O, Zilla Parishad, Deogarh along with a duplicate copy. The original contract form shall be retained by C.D.O-CUM-E.O, Zilla Parishad, Deogarh, & a duplicate copy of the same shall be sent to the contractor, after it has been signed and dated.

**31. Performance Security**

Within 15 days of receipt of the notification of award from C.D.O-CUM-E.O, Zilla Parishad, Deogarh, the successful bidder shall furnish the performance security deposit in accordance with clause 6 of the general conditions of contract, either in the form of a Bank guarantee valid for **15 months** from the expected date of completion of contract (as per the performance security form provided in the bidding document) or in the form of demand draft of required value in favour of C.D.O-CUM-E.O, ZILLA PARISHAD, DEOGARH, payable at DEOGARH.

Failure of the successful bidder to comply with the requirement of Para 30 or Para 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event C.D.O-CUM-E.O, Zilla Parishad, Deogarh may make the award to the next lowest evaluated bidder or call for new bids.

**32.0 IMPORT LICENCE**

No import license shall be provided by C.D.O-CUM-E.O, Zilla Parishad, Deogarh for goods offered against this bid.

**NOTE:**

**1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE AND TIME DUE TO UNFORESEEN CIRCUMSTANCES, THE NIT WILL BE NOTIFIED ON WEBSITE.**

**2. THE PRICE BID OF THOSE BIDDERS WILL BE OPENED, WHO ARE SUCCESSFUL IN TECHNICAL BID EVALUATION.**

**3. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE BID.**



## SECTION -III

### General Terms & Conditions of the Tender:

#### 1. Definitions

In this contract, the following terms shall be interpreted indicated.

- (a) "The contract" means the agreement entered into between C.D.O-CUM-E.O, Zilla Parishad, Deogarh and the contractor, as recorded in the contract form signed by the parties, including the notification of award, all attachments and appendices there to and all documents incorporated by reference therein;
- (b) "The contract price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The goods" means all of the Road Milk Tankers (RMTs), machinery, and/or other materials which the contractor is required to supply to C.D.O-CUM-E.O, Zilla Parishad, Deogarh under the contract;
- (d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, provision of technical assistance, training and other such obligation so ft he contractor covered under the contract;
- (e) C.D.O-CUM-E.O, Zilla Parishad, Deogarh" means the organization purchasing the goods and services under the contract i.e. CHIEF DEVELOPMENT OFFICER-CUM-EXECUTIVE OFFICER, ZILLA PARISHAD, DEOGARH.
- (f) "The contractor" means the individual(s) or firm(s) supplying the goods under this contract i.e., with which an agreement has been signed by C.D.O-CUM-E.O, Zilla Parishad, Deogarh for supply of goods & services required elsewhere in this document.

#### 2. APPLICATION

These general conditions shall apply to the extent that they are not superseded by provisions in other part soft he contract.

#### 3. STANDARDS

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 Indian standards.

Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect on the date of signing of agreement shall apply, unless otherwise expressly set forth in the contract.

#### 4. Use of Contract and Information

The contractor shall not, without C.D.O-CUM-E.O, Zilla Parishad, Deogarh'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 C.D.O-CUM-E.O, Zilla Parishad, Deogarh in connection therewith, to any person other than a person employed by the contractor in the 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.



The contractor shall not, without C.D.O-CUM-E.O, Zilla Parishad, Deogarh's prior written consent, make use of any document or information enumerated in para.4.1 except for purposes of performing the contract. Any document, other than the contract itself, enumerated in Para.4.1 shall remain the property of C.D.O-CUM-E.O, Zilla Parishad, Deogarh and shall be returned (in all copies) to C.D.O-CUM-E.O, Zilla Parishad, Deogarh on completion of the contractor's performance under the contract if so required by the C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

5. **PATENT RIGHTS**

The contractor shall indemnify C.D.O-CUM-E.O, Zilla Parishad, Deogarh against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof in India.

6. **PERFORMANCE SECURITY**

Within 15 days of the contractor's receipt of notification of award of the contract, the contractor shall furnish **performance security to C.D.O-CUM-E.O, Zilla Parishad, Deogarh in the amount of 10% of the contract value, in accordance to clause 31 of the instruction to bidders.**

The proceeds of the performance security shall be payable to C.D.O-CUM-E.O, Zilla Parishad, Deogarh as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

The performance security shall be denominated in Indian rupees and shall be in the following form:

- a) A Bank guarantee, issued by a Nationalised / scheduled Bank in India, and in the form provided in the bidding documents.
- b) Demand draft in favour of "C.D.O-CUM-E.O, Zilla Parishad, Deogarh, payable at Deogarh.

Such Bank guarantee shall be valid up to three months after the expiry of the warranty/guarantee period.

The performance security will be discharged by C.D.O-CUM-E.O, Zilla Parishad, Deogarh and returned to the contractor not later than 90 days following the date of completion of the contractor's performance obligations, including any warranty/guarantee obligations, under the contract.

No interest shall be paid on the performance security deposit by C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

7. **Inspection and Tests**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the contract. The Technical Specifications shall specify what inspections and tests C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall notify the contractor in writing of the identity of any representatives, if retained for these purposes.

The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.



The inspections and tests may be conducted on the premises of the contractor or its subcontractor(s) / at point of delivery and/or at the goods' final destination. Where conducted on the premises of the contractor 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 C.D.O-CUM-E.O, Zilla Parishad, Deogarh. In case of any defects or deficiency notified by C.D.O-CUM-E.O, Zilla Parishad, Deogarh's inspection authority, the contractor will rectify and make good the same without delay and not proceed further processing of such items(s) of goods without obtaining approval from the inspection authority.

Should any inspected or tested goods fail to conform to the specifications/ C.D.O-CUM-E.O, Zilla Parishad, Deogarh may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

C.D.O-CUM-E.O, Zilla Parishad, Deogarh's right to inspect, test and, where necessary, reject the goods after the goods' arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by C.D.O-CUM-E.O, Zilla Parishad, Deogarh or its representative.

Nothing in clause 7 shall in any way release the contractor from any warranty or other obligations under this contract.

8. The contractor shall take utmost care to prevent damage or deterioration of vehicles during transit to their final destination as indicated in the contract.

9. **Delivery and documents**

Delivery of the goods shall be made by the contractor for destination, by road.

The following documents shall be provided by the contractor / contractor:

Original and three copies of:

- (i) The contractor's invoice showing order no. Goods description, quantity, unit price, total amount;
- (ii) Delivery note / packing list / lorry receipt;
- (iii) Manufacturer's/contractor's guarantee certificate;
- (iv) Inspection certificate issued by the nominate the inspection agency and the contractor's factory inspection report;
- (v) Insurance policy;
- (vi) Excise gate pass / octroi receipts, wherever applicable, duly sealed indicating payments made and
- (vii) Any other document evidencing payment of statutory levies.

**Note:** The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical to that used in the order. The dispatch particulars including name of transporter, LRno. And date should also be mentioned in the invoice/s.



10. **Insurance For supply of Road Milk Tankers:**

The manufacturer shall have to arrange **all transit risk insurance warehouse to warehouse basis**, including strike clauses, for an amount equal to 110 % of the FOR destination value of the Goods, valid for a period of not less than 3 months after the expected date of arrival of Goods at destination.

In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/ underwriters and pursue them till settlement. Since the insurance policy will be in our name, if required, we shall give you necessary authorisation letter authorizing you to lodge and pursue claims on our behalf with the carriers/ underwriters. Also you shall have to make good the losses/ damages occurred in transit by making replacement /payment to us in the first instance and if claims are settled by the underwriters and any amounts are realized by us, the amounts thus realized in settlement of claims shall be reimbursed to you. In other words, the prima facie responsibility rests on you for getting compensation of the damage/losses incurred if any, due to all transit hazards.

11. **Transportation**

The contractor is required to deliver the vehicles FOR Destination, by road. Transport of the goods to the destination shall be arranged through experienced drivers.

12. **Incidental services**

The contractor is required to provide the following services:

- a) Performance of on-site assembly, Start-up, testing, performance trial and handing over of the supplied goods;
- b) Furnishing of tools, tackles, jack and spanner etc.required for assembly and maintenance of the supplied goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Operation, maintenance and repair of the supplied goods for a period of 30 days, provided that this service shall not relieve the contractor of any warranty obligations under this contract; and
- e) Conduct of training of C.D.O-CUM-E.O, Zilla Parishad, Deogarh's personnel for operation, maintenance and repair of the supplied goods, if required.

Prices charged by the contractor for the preceding incidental services are to be included in the price of the contract.

13. **Spare parts**

The contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the contractor: Such spare parts as C.D.O-CUM-E.O, Zilla Parishad, Deogarh may elect to purchase from the contractor, provided that this election shall not relieve the contractor of any warranty obligations under the contract.



14. **Warranty/ guarantee**

The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that the goods supplied under this contract shall have no defect arising from design, material of workmanship or from any act or omission of the contractor that may develop under normal use of the supplied goods in the conditions. The contractor also guarantees that the goods supplied shall perform satisfactorily as per the designed / rated / capacity as provided for in the contract.

This warranty / guarantee shall remain valid for 12 months after the goods have been delivered & handed over to C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall promptly notify the contractor in writing of any claims arising under this warranty.

Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

If the contractor, having been notified, fails to remedy the defects(s) within a period of 30 days, C.D.O-CUM-E.O, Zilla Parishad, Deogarh may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which C.D.O-CUM-E.O, Zilla Parishad, Deogarh may have against the contractor under the contract.

This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by C.D.O-CUM-E.O, Zilla Parishad, Deogarh or his authorized representatives.

15. **Terms of payment:**

90% Payment after safe arrival of vehicles at site.

All payments are subject to deduction of statutory dues as applicable.

PSD @10% of the work order value shall be retained & shall be released after one year from the date of handing over subject to satisfactory performance. PSD can be released during retention period against equivalent amount of Bank guarantee.

16. **Fixed prices**

Prices charged by the contractor for goods delivered and services performed under the contract shall not, vary from the prices quoted by the contract or in its bid.

17. **Change orders**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh may, at any time, by a written order given to the contractor, pursuant to 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 C.D.O-CUM-E.O, Zilla Parishad, Deogarh;
- (b) The method of shipment or packing;
- (c) The place of delivery ;or
- (d) The services to be provided by the contractor.



If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, provided that such claims by contractor are reasonable & to the satisfaction of C.D.O-CUM-E.O, Zilla Parishad, Deogarh. Any claims by the contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the contractor's receipt of C.D.O-CUM-E.O, Zilla Parishad, Deogarh's change order.

**18. Contract Amendment**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by C.D.O-CUM-E.O, Zilla Parishad, Deogarh.

**19. Assignment**

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with C.D.O-CUM-E.O, Zilla Parishad, Deogarh's prior written consent.

**20. Subcontracts**

The contractor shall notify C.D.O-CUM-E.O, Zilla Parishad, Deogarh in writing of all subcontracts awarded under the contract if not already specified in his bid, such notification, in his original bid or later, shall not relived the contractor from any liability or obligation under the contract.

**21. Delays in the contractor's performance**

Deliveries in the goods and performance of services shall be made by the contractor in accordance with the time schedule specified by C.D.O-CUM-E.O, Zilla Parishad, Deogarh, in Section –I of the bidding documents.

An unexcused delay by the contractor in the performance of its delivery obligations shall render the contractor liable to any or all of the following sanctions: - forfeiture of its performance security, imposition of liquidated damages, and or termination of the contract for default.

If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services. The contractor shall promptly notify C.D.O-CUM-E.O, Zilla Parishad, Deogarh in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the contractor's notice, C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be notified to the contractor by amendment of the contract.

**22.0 Time for completion**

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed, within the time stated in section–I of the bidding documents or such extended time as may be allowed under clause 23hereof.

**23.0 Extension of Time of Completion**

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works. C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall determine the amount of such extension and shall notify the contractor accordingly. Provided that C.D.O-CUM-E.O, Zilla Parishad, Deogarh is not bound to take in account any extra or additional works or other special circumstances unless the contract or has within thirty days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

**24.0 Penalty for Delay**

If the contractor shall fail to achieve completion of the works within the specified time, then the contractor shall pay to C.D.O-CUM-E.O, Zilla Parishad, Deogarh the sum at the rate of 0.5 % (half percent) of the total value of work done under the contract, as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work. C.D.O-CUM-E.O, Zilla Parishad, Deogarh may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the contractor. The payment or deduction of such penalty shall not relieve the contractor from obligations to complete the works, or from any other of his obligations and liabilities under the contract.

The aggregate maximum of the penalty for delay payable to C.D.O-CUM-E.O, Zilla Parishad, Deogarh under this clause shall be subject to a maximum of 5% of the total value of work.

The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.

Any incremental taxes and levies due to the delay in the performance of the contract by the contractor shall be to the contractor's account.

**25. Termination for default**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part,

- (a) If the contractor fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by C.D.O-CUM-E.O, Zilla Parishad, Deogarh pursuant to clause 17, 21, & 22;

Or

- (b) If the contractor fails to perform any other obligation(s) under the contract.  
In the event C.D.O-CUM-E.O, Zilla Parishad, Deogarh terminates the contract in whole or in part, pursuant to Para.25.1, C.D.O-CUM-E.O, Zilla Parishad, Deogarh may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to C.D.O-CUM-E.O, Zilla Parishad, Deogarh for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

Consequent to such termination of contract, C.D.O-CUM-E.O, Zilla Parishad, Deogarh

shall recover the advance paid, if any, to the contractor along with interest @ 18 % per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the contractor.

**26. Force Majeure**

Notwithstanding the provisions of clauses hereof, the contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

For purposes of this clause, "force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of C.D.O-CUM-E.O, Zilla Parishad, Deogarh either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises, the contractor shall notify C.D.O-CUM-E.O, Zilla Parishad, Deogarh in writing of such condition and the cause thereof, within 7 days. Unless otherwise directed by C.D.O-CUM-E.O, Zilla Parishad, Deogarh in writing, the contractor 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.

**27. Termination for Insolvency**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if:

- (a) The contractor becomes bankrupt or otherwise insolvent,
- (b) The contractor being a company is wound up voluntarily by the order of a court receiver, liquidator or manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a manager, Provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to C.D.O-CUM-E.O, Zilla Parishad, Deogarh.



**28. Termination for Convenience**

C.D.O-CUM-E.O, Zilla Parishad, Deogarh, may by written notice sent to the contractor, terminate the contractor, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is of C.D.O-CUM-E.O, Zilla Parishad, Deogarh's convenience, the extent to which performance of work under the contract is terminated, and the date up on which such termination becomes effective. The goods that are complete and ready for shipment within 30 days after the contractor's receipt of notice of termination shall be purchased by C.D.O-CUM-E.O, Zilla Parishad, Deogarh at the contract terms and prices. For the remaining goods, C.D.O-CUM-E.O, Zilla Parishad, Deogarh may elect:

- (a) To have any portion completed and delivered at the contract terms and prices; and/or
- (b) To cancel the remainder and pay to the contract or an agreed amount for partially completed goods and for material and parts previously procured by the contractor.

**29. Settlements of Disputes**

If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the engineer on any matter in connection with or arising out of the contract or the carrying out of the work to be unacceptable, he shall promptly ask the engineer in written instructions or decision. There upon the engineer shall give his written instructions or decision within a period of fifteen days of such request.

Upon the receipt of the written instructions or decisions the contractor shall promptly proceed without delay to comply with such instructions or decisions.

If the engineer fails to give his instructions or decisions in writing within a period of fifteen days after being requested, or if the contractor is dissatisfied with the instructions and decisions, he shall appeal to C.D.O-CUM-E.O, Zilla Parishad, Deogarh, which shall afford an opportunity to the contractor to be heard and to offer an evidence in support of his appeal. C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal.

If the contractor is dissatisfied with this decision, the contractor within a period of thirty days from the receipt of the decisions shall indicate his intension to refer the dispute to arbitration, failing which the said decision shall be final and conclusive.

**30.0 Arbitration**

All disputes or differences in respect of which the decision is not final and conclusive shall, on the initiative of either party, be referred for adjudication as per the Arbitration And Conciliation Act1996

**31.0 Applicable law**

The contract shall be interpreted in accordance with the laws of the union of India.

**32. Notices**

Any notice given by one party to the other pursuant to the contract shall besent inwriting or by telegram/ fax/ cable and confirmed in writing to the address specified for that purpose in the special conditions of contract.

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



### **33.0 Taxes and Duties**

The contractor shall be entirely responsible for all taxes, duties, license fees etc. incurred until handing over of the contractor goods and services to C.D.O-CUM-E.O, Zilla Parishad, Deogarh. All Government fees paid for inspections and approvals by statutory authorities shall be reimbursed by C.D.O-CUM-E.O, Zilla Parishad, Deogarh on production of copy of treasury Challan for same. Service charges for depositing the govt. fees or submission of requisite forms with the statutory authorities shall be not being admissible.

### **34.0 Right of use defective Road Milk Tankers**

If after handing over of the RMTs and within the guarantee and warranty period, the operation or use of the RMTs proves to be unsatisfactory, C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall have the right to continue to operate or use such RMTs until rectifications of defects errors or omissions by repair or partial or complete replacement is made, without interfering with C.D.O-CUM-E.O, Zilla Parishad, Deogarh'S operation.

### **Jurisdiction**

For the settlement of any dispute arising out of the contract against this bid, only the courts at Deogarh shall have jurisdiction.



## SECTION -IV

### TECHNICAL SPECIFICATIONS:

#### ROAD MILK TANKER

##### **Specification of barrel for 5000ltr capacity Road Milk Tanker**

The barrel for RMT shall be of double compartment design, elliptical construction. The inner shell and outer shell, shall be fabricated from 2mm and the inner and outer dished end shall be made from 2.5mm SS 304 material. The inner vessel shall be insulated and shall have 100 mm thick insulation. The tanker shall have the following fittings & mountings.

1. 4.5mm SS insulated manhole with dust cover
2. SS catwalkway with SS304 dimpled plate
3. 1 no. outlet valve 51mm with valve box - 2mm thick SS304
4. Separate saddle - 3.15mm SS304
5. 1 no. spray ball for CIP - STD SS304
6. Heavy duty rear bumper with SS ladder - 20, OD STD SS304
7. SS mud guard over wheels - 1.6mm thick SS304
8. SS dimple platform on the rear side made from 2mm thick SS sheet
9. 2 nos. SS footrest with dimpled top
10. 1 no. blank nut permanently fixed with barrel by SS chain
11. Necessary stiffening arrangement with inner and outer shell
12. Barrel shall be mounted on 2 nos. MS 5.0 thick runners.
13. 1 no. railing at top & one no. railing at the side.
14. 1 no. graduated deep stick
15. Rear valve box and man holes at the top shall be lockable type.
16. The barrel should be suitable for mounting on chassis TATA / Mahindra / Eicher / Ashok Leyland.

##### **Test:**

- (1) The tanker shall be tested for water tightness for the inner vessel before insulation.
- (2) Dye penetration test CDO for welds of inner vessels before insulation.

##### **Finish**

Internal & External surfaces shall be finished to 150 grit. External MS surfaces shall be painted two anti-corrosive coats.

##### **Note :**

The above is only broad specification of the barrel. The manufacturers shall prepare detail fabrication drawings and submit to us for approval. Fabrication of the tanker shall be taken up as per approved drawings.



**Other Specifications for Road Milk Tanker**

- i. The vehicle should be equipped with Global Positioning system(GPS)
- ii. The successful bidder should inform for pre-dispatch inspection well in advance. The chassis of Road Milk Tanker shall be purchased in the name of C.D.O-CUM-E.O, Zilla Parishad, Deogarh with temporary Registration No.
- iii. The vendor should maintain the temperature rise in 8hr at 45-50<sup>0</sup>C atmospheric temperature.

**N:B:The vehicle shall be inspected by a technical team of C.D.O-CUM-E.O, Zilla Parishad, Deogarh at the time of delivery.**



**SECTION - V**  
**SCHEDULE OF QUANTITY**

Sl. No	Items	Capacity	Specification	Qty(in No.) Required	Location
01	Road Milk Tanker combined with Chassis, driver's cabin and Insulated body	5000ltr	<b>BS 6 vehicle</b> Chassis- Ashok Leyland (model- WB3320)/ equivalent	01No	Deogarh

## Section VI

### COMMERCIAL BID

(The rates should be quoted in the prescribed box against each item separately)

Sl. No.	Name of the item	Technical specification	Make	Rate	GST	Total
01	Road Milk Tanker combined with Chassis, driver's cabin and Insulated body	5000ltr	Chassis- TATA/Mahindra/Ashok Leyland /Eicher			
<b>Total</b>						
Rupees .....						

*SLK*

## Section VII

### FORMOFBID

Bidders are required to fill up all the blank spaces in this form of Bid:

Name and address : Office of the Chief Development Officer-Cum-Executive Officer,  
Zilla Parishad, Deogarh, At/po : Deogarh, Dist.-Deogarh

Description of works: SUPPLY OF ROAD MILK TANKERS AT DEOGARH

Dear Sir,

- 1.0 Having examined the bidding documents including conditions of contract, Specifications, schedule of quantities and drawings included in or referred to in the bidding documents including Addenda Nos. \_\_\_\_\_, Receipt of which is hereby duly acknowledged, for the execution of above mentioned works, we, the undersigned offer to supply and deliver goods as detailed in the price schedule, and maintain whole of the said works, in conformity with the said conditions of Contract, specifications and schedule of quantities for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or such other sum as maybe ascertained in accordance with the schedule of prices attached herewith and made part of this bid and the said technical specifications, drawings and conditions.
- 2.0 We, undertake, if our bid is accepted to commence the works within 15 days of receipt of the notification of award, and to complete and deliver the whole of the above said works comprised in the contract within \_\_\_\_\_ \*days calculated from the day of the receipt of the Notification of Award.
- 3.0 If our bid is accepted we will furnish a security in the form of bank guarantee (as per the format provided in this bidding document) to be jointly and severally bound us for the due performance of the Contract, in amount of 10% of the above named summing accordance with the conditions of Contract.
- 4.0 We agree to abide by this bid for the period of 90 days from the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5.0 Unless and until an agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a bidding contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of

\_\_\_\_\_  
(In capital letters).

**No. of days should be in confirmation to the period of completion given in clause 1.3 of section – I – Instructions to bidders.**



**APPENDIX TO THE FORM OF BID**

<b>Condition of Contract</b>	<b>Clause No.</b>	
Amount of Performance Security	06	10%ofContractvalue
a) Bank draft		
b) Bank guarantee		
Minimum amount of third party insurance		
Period for commencement, from the date Of receipt of letter of intent.		30days
Time for completion from the date Of receipt of letter of intent		7months
Rate of penalty for delay	24	0.5%of the contract Value/week or part thereof.
Maximum limit of penalty	24	5%
Period of maintenance (Defect liability period)		12monthsfromthe date of completion of work, and acceptance by Engineer-in-charge.

Time within which the payment  
Would be made after the certificates for  
**Receipt of Goods/completion of work is made.** **30 days**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature in the capacity  
Of \_\_\_\_\_, duly authorized to  
Sign the bid for and on behalf of

\_\_\_\_\_  
(In capital letter)



## SECTION VIII

### QUALIFICATION APPLICATION

All the bidders who are interested in submitting this bids against this tender for the items must submit the qualification application along with the information in the following formats together with the relevant documentation.

#### **SCHEDULE-I**

#### **FINANCIAL BUSINESS AND TECHNICAL CAPABILITY**

Name and address of the bidder \_\_\_\_\_

\_\_\_\_\_ :Telephone

No \_\_\_\_\_ :

1. Latest balance sheet filed with \_\_\_\_\_  
On \_\_\_\_\_ (Attach a copy).
2. Latest profit and loss statement from \_\_\_\_\_ to \_\_\_\_\_ filed with \_\_\_\_\_  
on \_\_\_\_\_ (Attach a copy).
3. **Financial position (in Rs.)**
  - A) Cash
  - b) Current assets
  - c) Current liabilities
  - D) Working capital
  - e) Net worth
4. **Total liabilities:**
  - a) Current ratio: Current assets to current liabilities.
  - b) Acid ratio test: ash temporary investment held in lieu of cash and current receivable to current liabilities.
  - c) Total liability to net worth.
5. **Net sales (in Rs.)**
  - a) Current period
  - b) During the last financial year
  - c) During the year before last financial year
6. **Net profit before tax (in Rs.)**
  - a) Current period
  - b) During the last financial year
  - c) During the year before last financial year

The profit and loss statements have been certified through

By \_\_\_\_\_

#### **7. Bidders Financial arrangements (in Rs.)**

- a) Own resources
  - b) Bank credits
  - c) Other specify
8. Certificate of financial soundness from bankers of bidders
9. Sales

---

Category	Value of current orders to Be executed in respective Currency	Value of anticipated sales For next financial year in Respective currency
----------	---	---

---

- A) Govt. Department
- B) Commercial



## SECTION-IX

### Form of Agreement On Non-Judicial Stamp paper of Rs.100/-

(\*The bidder shall not fill up this form.)

THIS AGREEMENT is made and executed on the day of  
20

Between the C.D.O-CUM-E.O, ZILLA PARISHAD, DEOGARH, having its registered office at Deogarh which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the C.D.O-CUM-E.O, ZILLA PARISHAD, DEOGARH) of the ONE PART and

(Herein after referred to as the contractor which expression shall, unless repugnant to the context or meaning thereof, include the heirs, successors assignees, executors and administrators of the contractor) of the OTHER PART.

WHEREAS C.D.O-CUM-E.O, Zilla Parishad, Deogarh is desirous that certain works should be executed, viz \_\_\_\_\_

And has by letter of acceptance Dated \_\_\_\_\_, accepted a bid by the contractor for the supply of such goods and services, performance trial run & guaranteeing such works,

#### **NOW THIS AGREEMENT WITNESSES THE FOLLOWING:**

1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.

The following documents shall be deemed to form and be read as construed as part of this agreement, viz

- i) This Form of Agreement
- ii) This Letter of Acceptance
- iii) The said bid, Appendix and the price Schedule Thereof
- iv) The Technical Specifications
- v) The Schedule of Quantities
- vi) The Schedule of Supplementary Information
- vii) General Conditions of Contract
- viii) Form of Bank Guarantees

3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one, another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.

3.0 In the consideration of the payment to be made by C.D.O-CUM-E.O, Zilla Parishad, Deogarh to the Contractor as herein after mentioned, the Contractor hereby covenants with C.D.O-CUM-E.O, Zilla Parishad, Deogarh to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.



C.D.O-CUM-E.O, Zilla Parishad, Deogarh shall hereby covenants to pay the Contractor in consideration of the execution, completion and guaranteeing of the works the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHERE OF the parties here to have caused their respective Common seals to be here un to affix the day, month and year first above written.

Signed, sealed and delivered for  
And on behalf of the within  
named C.D.O-CUM-E.O, Zilla  
Parishad, Deogarh by the hands  
of its Authorized signatory.

Authorized Signatory

C.D.O-CUM-E.O, ZILLA PARISHAD,  
DEOGARH

**In the presence of:**

**WITNESS:**

1) Signature

Name and address

2) Signature

Name and address

Signed, sealed and delivered for  
And on behalf of the within  
Named Contractor, the other part.

Authorized Signatory  
CONTRACTOR

**In the presence of:**

**WITNESS:**

1) Signature

Name and address

2) Signature

Name and address



**SECTION-X**  
**TECHNICAL DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender specifications.

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

Dated-

Signature and seal of the  
Manufacturer/Bidder

Note:

- (1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".
- (2) The technical specifications furnished in the bidding documents shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in the statement.



**SECTION -XI**

**UNDERTAKING**

I/WE SHRI.....

PROPRIETOR / PARTNER / AUTHORISED REPRESENTATIVE OF

M/S.....

DECLARE THAT I/WE HAVE READ AND UNDERSTOOD THE ABOVE  
GUIDELINES,TERMS ANDCONDITIONS AND SUBMITTED  
OURRATESANDQUANTITIESACCORDINGLY.I/WEDOHEREBYAGREETOABIDEBYT  
HETERMSANDCONDITIONSSTIPULATEDBY THEFEDERATION.

DATE:

SIGNATURE:

NAME:

NAMEOFTHEFIRM:

ADDRESS:



## SECTION -XII

### CHECKLIST FOR TERMS AND CONDITIONS

**(Documents submitted along with Technical Bid should be tick marked)**

Sl. No	List of Documents required for Technical Bid	Information	Tick Mark
01	Tender cost Fee of Rs.1,180/- (Non-refundable)		
02	EMD i.e. Rs.2,00,000/-.		
03	Audited Financial statement for FY2020-21 to 2022-23		
04	I.T return for last 03 Years i.e. FY2020-21 to 2022-23		
05	PAN No (Photo Copy To Be Attached)		
06	GST Registration Certificate		
07	Banker's detail of bidders along with a cancelled cheque		
08	GST return (GSTR – I & GSTR – 3B) from April 2022 to Mar 2023.		
09	Registration certificate of the Company/Firm		
10	Authorization letter from Original Manufacturers		
11	Client list		
12	Performance certificate given by the existing clients during last three years		
13	Experience during last three years		
14.	Service/Maintenance/replacement capability		
15	Sale and Support service capability		
16	Compliance Sheet of the Technical specification of the item		
17	Printed literature of the Item for which Tender being offered		
18	Previous Purchase order of other organization		
19	Self-declaration of not black-listed anywhere in India		
20	Whether all the documents are properly signed with seal		
21	Whether Envelope 'Technical bid' and 'commercial bid' properly written.		
22	Whether the main envelope containing 'Technical bid' & 'Commercial bid' properly sealed/signed and properly super scribed.		
23	Certificate by the firm that they have quoted the lowest rate		



## SECTION -XV

### **POINTS BIDDERS SHOULD BEAR IN MIND**

- I. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER CONDITIONS MAY BE REJECTED.
- II. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED.
- III. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENTS SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- IV. BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- V. CORRECTIONS IN THE BIDS SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS.
- VI. NEGLIGENCE OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- VII. SPECIFICATIONS, CONDITIONS, SCHEDULES OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- VIII. ALL THE BIDS ALONG WITH ENCLOSURES AND TECHNICAL LITERATURES SHOULD BE IN ENGLISH ONLY.
- IX. BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE SYSTEM AND COMPONENTS UNDER TROPICAL CONDITIONS.
- X. ALL THE BIDDERS SHOULD SUBMIT QUALIFICATION APPLICATION IN THE GIVEN FORMATS WITH REQUIRED DOCUMENTATION.
- XI. BIDS SHOULD BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF ONE YEAR FROM THE DAY BIDS ARE OPENED.
- XII. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- XIII. ALL BIDDERS ARE URGED TO SUBMIT PROMPTLY WRITTEN REQUESTS ON MATTERS WHERE CLARIFICATIONS OR ADDITIONAL INFORMATION ARE DESIRED, NOT LATER THAN SEVEN DAYS BEFORE BIDS ARE DUE TO OPENING. NO EXTENSION IN DUE DATE OF SUBMISSION OF BIDS WILL BE ALLOWED ON THIS GROUND.
- XIV. ALL THE BIDDERS SHOULD QUOTE FOR THE ITEMS AS PER THE SPECIFICATIONS AND DETAILS GIVEN IN THIS BIDDING DOCUMENT ONLY. IN CASE, ALTERNATIVE DESIGNS ETC. ARE TO BE OFFERED BY THE BIDDERS, THEY MAY DO SO BUT THIS SHOULD BE STATED SEPARATELY IN THE OFFER. ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED RESERVES ITS RIGHT TO ACCEPT OR REJECT SUCH ALTERNATIVE OFFERS, WITHOUT ASSIGNING ANY REASON THEREOF TO THE BIDDERS.
- XV. THE BIDDERS WHO QUOTE FOR SUPERVISION OF ANY VANS SHOULD ALSO INDICATE THE PRICES IN THE BID SEPARATELY.
- XVI. C.D.O-CUM-E.O, ZILLA PARISHAD,  
DEOGARH RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

\*\*\*\*\*

