

TENDER DOCUMENTS

FOR PURCHASE OF PRINTINT PAPER

2018-19

APPROX. COST OF TENDER VALUE-Rs.7.50 Lakhs

COST OF TENDER DOCUMENTS: Rs.4000/-

**OFFICE OF THE DIRECTOR OF AGRICULTURE & FOOD PRODUCTION,
ODISHA, BHUBANESWAR**

1. SUBMISSION OF TENDER

For all items, the tenderer has to submit the tender in two parts i.e. Technical bid and Financial bid.

2. ELIGIBILITY OF TENDER

2.1. Eligibility:

Those who fulfil the following criteria are eligible to participate in the tender.

1. The tenderer must be a reputed Manufacturer/Authorised Dealer / MSME unit of the printing paper.
2. The tenderer must be an Authorised reputed manufacturer/dealer of printing paper.
3. The tenderer must have PMT Registration certificate/EM-II as MSME Unit of the State of Odisha.
4. The tenderer shall have made at least 3 years continuous successful supply of printing paper to the Agriculture Deptt. of the State.
5. All after sales support shall be provided directly by the tenderer.
6. The tenderer must provide evidence of successful execution of supply orders and successful after sales support in reputed organizations.

2.2 The tenderer must have up- to- date GST & IT Return. Attested copies of GST Registration Certificate and Income Tax Return from the competent authority and PAN Number must be enclosed along with the Tender documents.

2.3 GENERAL INSTRUCTIONS:

1. The tenderer has to submit the tender under “Two BID” system i.e. Technical bid and Financial bid in two separate sealed covers mentioning the name of Bid on top of the covers. Both the sealed covers are to be packed in third sealed cover super scribed as
“Tender for supply of different size of printing papers for Agriculture Information Press, Baramunda, Bhubaneswar” and shall be sent to the Joint Director of Agriculture (Information), Odisha, Baramunda, Bhubaneswar, Dist Khurda, Odisha 751003.
2. The tenders will be opened on 3.30 P.M. in presence of the tenderers or their authorised representatives. Authorised representatives will be required to produce their authorization letter before opening of the bid, failing which they will not be allowed to be present.
3. Submission of more than one bid by a particular tenderer under different names is strictly prohibited. In case it is discovered later on that, this condition is violated, all the tenders submitted by such tenderer/s would be rejected or contract cancelled and earnest money deposited will be forfeited.

4. All offers shall be typed or printed clearly in English and the price quoted for each item shall be firm, both in letters and figures and in form of Indian currency.
5. Warranty period, Delivery period and After-Sale-Service conditions, quality etc. are also to be clearly indicated.
6. The rates and the conditions of the offer will remain valid for one year from the date of placing order of the tender and no change or alteration of the rate will be acceptable on any account during this period.
7. Submitted tender forms with overwriting or erased or ineligible specifications and rate will be rejected.
8. Request from tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms or conditions or rate after opening of the bid will not be considered. However, negotiation may be made before finalization.
9. Tenderers shall carefully examine their bid documents and fully aware of themselves regarding all the conditions, which may in anyway affect the cost thereof.
10. If a tenderer find discrepancies or omissions from the specification or other documents and any doubt as to their meaning, he shall at once get it clarified the same from Joint Director of Agriculture (Information), Odisha, Bhubaneswar.

This, however, does not entitle the tenderer to ask for time beyond the due date fixed for receipt of tenders.

11. The tenderer shall attach self attested photo copies of up- to- date valid GST, up-to-date IT return and PAN documents, the original of which is to be produced at the time of opening of Tech. bid or financial bids or later as required by authority.
12. The tenderer must also specify minimum time and maximum time to supply of printing paper.
13. Verbal clarification and/or information given by the purchaser or its employees or representatives shall not be binding on the purchaser.
14. Submission of sealed bid will carry with the implication that the tenderer agrees to abide by the conditions laid down in the detailed particulars of the bid notice.
15. While tenders are under consideration, tenderers and their representatives or other interested parties are advised to refrain from contacting by any means, to the purchaser's personnel or representatives on matter relating to the tenders under consideration.
16. The purchaser, if necessary, will obtain clarification on tenders by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary.

17. The tenderer will not be permitted to change the substance of his offer after the tenders have been opened. In the event of non-compliance with this provision, the tenderer is liable to be disqualified.
18. The technical/purchase committee is not bound to accept the lowest tender, reserves the right to accept full or part of any tender at its discretion.
19. The Bidder shall supply the full order placed with him within 30 days from the date of placement of order.

3. RESERVATION OF AUTHORITY

1. Authority reserves the right to examine the capacity of the manufacturing quantity and fix up it by sending a quality/ quantity inspection team.
2. Purchase committee reserves the right of negotiation of the quoted/lowest quoted price of the tenderer.

4. BID SYSTEM

4.1 Part-I: Technical Bid:

Technical Specification along with EMD (Earnest Money Deposit).

- (i) The Technical bid shall contain detail technical description & specification of the different size of Printing Paper.
- (ii) All the technical specification shall matches/confirms to the technical specification mentioned in the Tender Paper.
- (iii) The undersigned reserves the right to reject any tender on the basis of Technical Bid or accept any tender for a better Technical specification than published in the tender document. In case any tender is rejected on the basis of Technical Bid, the Financial Bid corresponding to that tender **will not be considered** by the tender committee.
- (iv) The tenderer shall submit copy of valid license/ manufacturer/authorised dealer certificate along with the technical bid failing which the offer will be summarily rejected. The certificate so furnished shall clearly incorporate the period for which such authorization is valid and the firm name and address from where after sales services shall be rendered. The tenderer shall submit a list of individuals/firms/institution to which it had sold the Printing Paper.
- (v) The tenderer shall have to enclose the PMT Registration certificate/EM-II as MSME Unit of the State.
- (vi) The tenderer shall have to enclose the successful supply order of last 3 years .

4.2 Part-II: FINANCIAL BID:

The tenders containing the financial bid shall show in detail of different size of printing papers. Technical specifications make, delivery period and post-sales service conditions, etc. have also to be categorically indicated in the Technical Bid and Financial Bid.

5. SUBMISSION OF TENDER

5.1 The sealed envelope must show the name of the tenderer and his address and shall be super scribed as **“Tender for for supply of different size of printing papers for Agriculture Information Press, Baramunda, Bhubaneswar”** on the top of the envelope. All the documents submitted must be in the papers showing signature of the tenderer and printed office name of the tenderer on official seal.

All the documents must be submitted in a sequential manner with separator/flags to help in quick scanning of the topics.

The tenders shall be sent by Registered post/speed post and addressed to the Joint Director of Agriculture (Information), Odisha, Baramunda, Bhubaneswar.

The authority will not be held responsible for any postal delay or non receipt of the same. If the office happens to be closed on the last date of receipt or opening of the tender as specified then the tenders will be received /opened on the next working day at the same time and venue unless otherwise notified

The tenderer or their authorized representative shall have to produce authenticated identification proof for participating on the date of opening of tenders. Only a single representative from each firm shall be allowed to participate at the time of opening of tenders.

The Tender Committee has the right to do independent assessment of the firm's past performance with reference to supply, delivery and after sales service provided if necessary to verify the authenticity of the firm's credentials.

Even if qualifying criteria are met, the bidders can be disqualified for the following reasons, if enquired and convinced by the Tender Committee as to :

- i. Making a false statement or declaration
- ii. Past record of poor performance, like supply of substandard printing papers, dishonouring terms of warranty/AMC etc.
- iii. Past record of non –supply or in-ordinate delay in supply of items
- iv. Past history of any other litigation which is considered a fit ground for such disqualification by the Tender Committee.

Any attempt to produce wrong information/false documents shall lead to rejection of the tender in the present case and shall debar the firm from participating in future tenders.

6. REQUIREMENTS BY BIDDER FOR VALID ORDER PLACEMENT

6.1 The successful tenderer will make all necessary arrangements to submit the following documents and information within 7 days of placement of purchase order.

- a) The purchase order shall be valid only after execution of agreement on Rs. 100/- Non Judicial Stamp Paper duly signed before the Notary at Bhubaneswar is signed and authenticated by the two parties.
- b) 10% of contract value in shape of Bank Guarantee shall be made in favour of “**Joint Director of Agriculture (Information), Odisha, Bhubaneswar**” as security deposit, without which supply order shall not be released to the concerned firms. The Security Deposit shall be valid for the entire warranty period and it shall be returned to the firms after expiry of warranty without interest.

7. REQUIREMENTS BY TENDERER AT THE TIME OF SUPPLY:

Testing:

The Printing Paper supplied by the Tenderer will be send to the Senior Scientific Officer, Testing Laboratory, EP & M, Cuttack for verification of quantity, quality and specifications etc. Afterwhich the payment towards the cost of paper will be released.

The Joint Director of Agriculture (Information), Odisha, Baramunda, Bhubaneswar reserves the right to reject any papers if it does not comply with the specifications during testing.

8. REQUIREMENTS BY TENDERER AT THE TIME OF SUPPLY AND AFTER SUPPLY

8.1 Supply:

- i. The articles ordered must be supplied in one lot within stipulated period of placing of the supply order.
- ii. The Authority reserves the right to cancel the order or a part there of in case of delay of 7 days, forfeiting the E.M.D./ security deposit and reserves the right to procure the materials from alternative sources giving 7 days notice.
- iii. In case of delay in delivery a penalty of ½ % (Half percent) of tender value per week shall be levied.
- iv. As it is a time bound supply in no case escalation of cost will be entertained.
- v. In case the items supplied by the supplier are found not up to the specification or rejected for any reason, no payment will be effected. The supplier will be intimated to take back the stocks at his own cost within a week from the date of rejection and to replace the same within 7 days, failing which the EMD/security deposit will be forfeited.
- vi. The purchase committee, if necessary will obtain clarification/ further clarification on conditions of the tender by requesting such information from any or all the tenderers

either in writing or through personal contact as may be necessary. The tenderer will not be permitted to change the substance of his offer after the tenders have been opened. This includes any post tender price revision/major modification. In the even of non-compliance with this provision, the tender is liable to be disqualified.

- vii. A selected supplier, if fails to act in accordance with the terms and conditions of supply order or knowingly violates any condition specifically laid down in the tender or other such document, risks the chance of being black listed by the purchaser for such erratic action.

9. FINANCIAL TERMS

9.1 Earnest Money Deposit (EMD):

Tenderers shall have to deposit earnest money @ 5% of the bid value for the supply of different size of printing paper and shall enclose with Financial Bid in shape of **Bank Guarantee** in favour of the “**Joint Director of Agriculture (Information), Odisha, Bhubaneswar**”, from any of the commercial Bank as specified in Annexure-I failing which no tender offer will be considered at the time of opening of the tender. No request for adjustment of claims outstanding on date, if any, in this respect will be accepted.

(Model Bank Guarantee Forms is to be attached with the Tender Document as Annexure-I).

Exemption from payment of Earnest Money and concessional payment of Performance Security :- As per clause no 4(i) of Finance Department Office Memorandum No 21926/F, Dated 12.08.2015 of Govt. of Odisha:

- i) Notwithstanding the provisions of Para 21 (ii) and paragraph 22 of Finance Department Office Memorandum No. Codes-27/2011-4939/F, dated 13.2.2012, the local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC while participating in tenders of Government Departments and Agencies under its control, shall be exempted from payment of Earnest Money.

Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security shall be refunded to the successful bidders on receipt of performance security.

9.1 Performance Security:

To ensure due performance of the contract, performance security will be obtained from the successful bidder awarded the contract. Performance security shall be for an amount of 10% of the value of the contract.

Tenderers shall have to deposit Performance security @ 10% of the bid value for the supply of different size of printing paper and shall enclose with Financial Bid in shape of **Bank Guarantee** in favour of the “**Joint Director of Agriculture (Information), Odisha, Bhubaneswar**”, from any of the commercial Bank as specified in Annexure-II.

(Model Bank Guarantee Forms is to be attached with the Tender Document as Annexure-II).

Exemption from payment of Performance Security :- As per clause no 2 of Finance Department Office Memorandum No. 13681/F dt 19.04.2018 of Govt. of Odisha:

Clause No-2. If tenderer selected through bidding process, the afore mentioned local stratus is required to make payment of 25% of the performance security prescribed, to ensure due performance of the contract.

Performance security shall remain valid for a period of sixty days beyond date of completion of all contractual obligations i.e 31.03.2019.

9.2 PRICES:

- i. Price quoted shall be FOR at Block Point of concerned district.
- ii. Price shall be quoted for unit item in term of Indian currency.
- iii. Purchase order will be placed as a single lot for each type of item or for all the items together, as the case may be.

10. PAYMENT

Before payment against supply the supplier shall have to submit following documents to the paying authority as given below.

10.1 Supplier shall have to submit the Invoice of the supply.

10.2 The payment towards the cost of paper will be released on the basis of the testing report/verification of quantity, quality and specifications etc. Of the paper supplied by the supplier, by the Sr. Scientific Officer, Testing Laboratory, EP & M, Cuttaack..

11. PENALTY

If delivery is not carried out in time as specified in other part of the tender documents, the tenderer/manufacturer will be charged a penalty @ ½% (half percent) per week of the total value of the concerned paper.

12. RIGHT TO ACCEPT AND REJECTION OF TENDERS:

The right of acceptance of tender and/or awarding contracts rests with the purchase committee. The Purchase committee shall also reserves the right either to reject or accept any/or all tenders, split the orders between different tenders and place orders for a part of the tender with holding the rest. The technical committee is not bound to accept the lowest tender. The purchaser

will have exclusive right to alter the quantities of printing paper at the time of placing the final purchase order.

13. SPECIFICATIONS OF PRINTING PAPER:

The tenderer shall be abided by the size & specification of Joint Director of Agriculture (Information), Odisha, Bhubaneswar

14. SOLVING DISPUTES:

The Authority & the tenderer shall make all efforts to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with this contract.

All disputes arising out of the contract shall be referred to courts under the jurisdiction of the Bhubaneswar Court only.

DECLARATION

I/We M/s. _____ represented by its proprietor/
Managing Partner/ Managing Director having its Registered Office at
_____ and its Factory premises at
_____ do declare that I/We have carefully
read all the conditions of bid in Ref. No. _____ for supply of printing
paper from the date of publication and will abide by all the terms & conditions of the Bid.

Place:

Signature of the Bidder

Date:

Official Seal

Model Bank Guarantee Format for furnishing EMD

Whereas
(hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of
.....(hereinafter called the “tender”) against the purchaser’s tender enquiry
No. KNOW ALL MEN by these presents that WE..... of
having our registered office at..... are bound unto
(hereinafter called the “Purchaser) in the sum of for which payment will
and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents.

Sealed with the
Common Seal of the said Bank this..... day of20.....
THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof shall reach the Bank not later than the above date.

Our branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

Model Bank Guarantee Format for Performance Security

To

The Governor of Odisha.

WHERE..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

Our.....* branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

TENDER PAPER

Sl. No.	Name of the printing paper	Approximate Quantity	Unit for which the rate shall be offered	Rate in figure
1	Double Demy (Maplitho) Paper 66 GSM (JK / Seva/ West Coast separately)			
2	Double Demy (Maplitho) Paper 75 GSM (JK / Seva/ West Coast separately)			
3	Double Demy (Maplitho) Paper 80 GSM (JK / Seva/ West Coast separately)			
4	Double Demy Cover Paper (Maplitho) 115 GSM (JK / Seva/ West Coast separately)			
5	Double Demy Cover Paper (Maplitho) 120 GSM (JK / Seva/ West Coast separately)			
6	Double Demy Glossy Art Paper 130 GSM (JK / Seva/ West Coast separately)			
7	Double Demy Glossy Art Paper 170 GSM (JK / Seva/ West Coast separately)			
8	Double Demy Glossy Art Paper 220 GSM (JK / Seva/ West Coast separately)			