



OFFICE OF THE PRINCIPAL
ORISSA SCHOOL OF MINING ENGINEERING KEONJHAR

Keonjhar, Odisha-758001

Website: www.osme.co.in, Email: osme_keonjhar@yahoo.com

File No.- STORE-XVI/9(A)/2024 No. 624 /Date 12-03-2025


TENDER CALL NOTICE

Sealed Bids (properly stitched separately) in two separate covers (Technical bid and Financial bid) are invited by “**The Principal, Orissa School of Mining Engineering Keonjhar, Odisha**” from original equipment manufacturers/ authorized distributors/ dealers/ suppliers for supply of equipment, machineries, set-ups, etc. of reputed make (National/ International) for Orissa School of Mining Engineering, Keonjhar, Odisha. The Bidders may download the tender bid documents with details of terms and conditions from the websites available at www.osme.co.in. The bidder has to attach **Demand Draft (DD) of Rs.2,000/- (Rupees Five Thousand Only) towards tender cost** (non-refundable) while submitting the tender. The bid must be accompanied by a **Bid Security/EMD of Rs.50,000/- (Fifty Thousand Only)**. The tender cost fee and the bid security amount should be submitted separately in separate demand drafts **in favour of Principal, Orissa School of Mining Engineering, KEONJHAR, Odisha payable at KEONJHAR** from any Nationalized Bank with copies of valid relevant documents of the bidder (mentioned in the bid document) failing which the bid will be liable for rejection. **The sealed tender will be received by speed post/ registered post only.** No hand or courier delivery will be accepted. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned websites before the last date of purchase of tender document and the purchaser shall have no responsibility for any delay/ omission on part of the bidder.

Date of commencement of sale of bidding documents: 13.03.2025

Last date and time for receipt of bids 28/03/2025 at 05:00 P.M.

The authority reserves the right to reject/cancel the tenders in whole or in part without assigning any reason thereof.


PRINCIPAL

ORISSA SCHOOL OF MINING ENGINEERING
KEONJHAR

Memo No. 625 /Dt. 12-03-2015

Copy forwarded to The Director, Technical Education & Training (DTE&T), Odisha, Cuttack for kind information and necessary action.


PRINCIPAL

ORISSA SCHOOL OF MINING ENGINEERING
KEONJHAR

Memo No. 626 /Dt. 12-03-2015

Copy forwarded to the Collector & District Magistrate-cum-Chairman, Governing Body, Orissa School of Mining Engineering, Keonjhar for kind information and necessary action.


PRINCIPAL

ORISSA SCHOOL OF MINING ENGINEERING
KEONJHAR

Memo No. 627 /Dt. 12-03-2015

Copy forwarded to ADM, Keonjhar/ R&B, Keonjhar/ District Employment Exchange, Keonjhar/ District Industries Centre, Keonjhar/ BDO, Keonjhar Sadar/ Tehsildar, Keonjhar Sadar for kind information and necessary action. They are kindly requested to display the Tender Call Notice in their office Notice Board for wide publicity.


PRINCIPAL

ORISSA SCHOOL OF MINING ENGINEERING
KEONJHAR



OFFICE OF THE PRINCIPAL
ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR

Keonjhar, Odisha-758001

Website: www.osme.co.in, Email: osmeprincipal@gmail.com

INVITATION FOR BIDS

Principal, Orissa School of Mining Engineering, Keonjhar, Odisha invites sealed bids under Two Bid Tender Enquiries from eligible bidders for supply of equipment/ machineries/ items /Accessory set-up to Orissa School of Mining Engineering, Keonjhar.

Interested eligible bidders may obtain detailed information, instructions and list of items with technical specifications from the websites available at www.osme.co.in.

Particulars about the submission of bidding document are as follows:

| | |
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| Price of bidding document (Non-Refundable) | Rs. 2000/- (Only by A/c Payee Bank Demand Draft in favour of "Principal, Orissa School of Mining Engineering Keonjhar" payable at Keonjhar from any Nationalised Bank of India) |
| First date of availability of Bidding Documents on the website | 13.03.2025 |
| Last date and time for submission of bids | 28.04.2025 (05:00 P.M.) |
| Time and date of opening of technical bids | 03.04.2025 (11:00 A.M.) |
| Time and date of opening of financial bids | 08.04.2025 (11:00 A.M.) |
| Place of opening of bids | O/o Principal, Orissa School of Mining Engineering Keonjhar, Keonjhar, Odisha-758001 |
| Bid Security | Rs. 50,000/- (Only by A/c Payee Bank Demand Draft in favour of "Principal, Orissa School of Mining Engineering, Keonjhar" payable at Keonjhar from any Nationalised Bank of India) |
| Address for communication | ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR KEONJHAR ODISHA – 758001 Website: www.osme.co.in E-mail: osmeprincipal@gmail.com |

Note:

- In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website before last date of purchase of tender document and the purchaser shall have no responsibility for any delay/ omission on part of the bidder.
- Proposals must be submitted before the date, time and venue as mentioned above. Proposals that are received after the deadline will not be considered.


PRINCIPAL

**ORISSA SCHOOL OF MINING ENGINEERING
KEONJHAR**

**GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY,
INSTALLATION AND DEMONSTRATION OF THE EQUIPMENT/
MACHINES/ ITEMS/ACCESSORY SET-UP REQUIRED FOR ORISSA SCHOOL
OF MINING ENGINEERING, KEONJHAR, ODISHA**

1. Documents Establishing Bidder's Eligibility & Qualification

The Bidders shall furnish as part of the Bid the following documents establishing Bidder's eligibility and qualification to the Purchaser's satisfaction:

- 1.1. Manufacturer / Authorized Distributor / Dealer having valid license/ certificates for the quoted item, direct importers holding valid Import License of the product and Bidder with authorisation from Dealer/Distributor are eligible to participate in the Bid.
- 1.2. The tenderer should possess valid GSTIN and PAN.
- 1.3. The Company/Distributor/Dealer/Bidder should have **ISO 9001 certifications**.
- 1.4. The average annual financial turn-over of the company during the last 03(Three) years ending on 31st March of the previous financial year, should be more than Rs. 1,00,00,000 (Rupees One Crore Only).
- 1.5. The company must have cleared all Tax payment up to date. Attested copies of all Tax Clearance Certificate or non-assessment certificate from the concerned Tax Authority valid up to date and attested copy of Income Tax Clearance Certificate or non-assessment certificate, as the case may be, from the competent authority, up to date and PAN, GSTIN, etc must be enclosed along with the tender documents.
- 1.6. If the tenderer is an Authorized Distributor of a reputed manufacturer, necessary certificate to this effect from his manufacturer must be enclosed.
- 1.7. The Bidders shall have to produce document in support of their service station/ service associates nearest to Keonjhar/Bhubaneswar/Cuttack, Odisha. They should submit all Catalogue/ Brochure of the items to be supplied here.
- 1.8. The tenderer must have the willingness for providing comprehensive maintenance support of the equipment/machine/item/accessory set-up supplied by him.
- 1.9. The tenderer must provide evidence of successful execution of supply orders with installation and successful and uninterrupted performance after sales support in reputed Central/State Govt. organizations/PSU or Government Training Institutes like NITs/IITs/Central Research Laboratories during the last preceding three years reckoned from the date of opening of bid. The details must be submitted as per **Annexure-V** along with documentary proof.
- 1.10. Bidder shall have to provide operational Training for instruments/equipment to atleast two officials at Supplier's Plant or Consignee site at least for 07(Seven) days whichever is suitable to Purchaser. The trainer should be a permanent employee of the

company with a minimum period of 03(Three) years of experience in demonstrating such equipment.

1.11.The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt and should not be blacklisted from Central/State Govt.

2. Documents Establishing Goods Eligibility

2.1. The instruments and equipment offered against the schedule of requirement of instruments, equipment and machineries should be of reputed brand/ model and in accordance with the stipulated specifications as per **Annexure-XI**.

2.2. The documentary evidence establishing the brand and the model of the equipment/ item/ machine/ accessory set-up may be in the form of literature, pamphlets, manuals, drawing, circuit diagram etc.

2.3. Detailed description of instruments and equipment with essential technical and performance characteristics may also be furnished.

2.4. The Bidders should clearly mention in their bid regarding the compatibility of the various equipment or the individual units.

2.5. The quantity shown in the bid can be increased or decreased to any extent depending upon the actual requirement.

2.6. The Supplier should clearly mention in their bid regarding the compatibility of the Computer Hardware & Software offered to the other Hardware/ Software and the specification on compatibility, information on Driver Software for peripherals and suitability of peripherals to the main system must be furnished.

3. Procedure for Submission of Tenders

3.1. Sealing and Marking of Bids

3.1.1. The tenderers must submit their bids as required in two parts in separate sealed covers prominently super-scribed as **Part-I “Technical Bid” and Part-II “Financial Bid”** and indicating on each of the covers the following:

- a) **Tender call Notice Number & Date**
- b) **Due date and time of submission of the bid as mentioned in the Tender Call Notice.**
- c) **Bid regarding**

3.1.2. Both the sealed covers, **Part-I “Technical Bid” and Part-II “Financial Bid”** should be placed in a third sealed cover which is to be submitted by Speed Post/Registered Post addressed to: **THE PRINCIPAL, ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR, KEONJHAR, ODISHA-758001**. This sealed envelope must show the name of the tenderer and his address and should be super-scribed as **“Tender for supply of Equipment/**

items/ accessory set-up for Orissa School of Mining Engineering Keonjhar” on the top of the envelope including the “Tender call Notice Number & Date”.

3.1.3. If the cover containing the outer envelope is not sealed and marked as required, Purchaser will assume no responsibility for the bid’s misplacement or premature opening. This procedure shall be adopted both for the Technical bid and Financial bid separately.

3.1.4. No hand or Courier delivery is accepted.

3.2.PART-I (Technical Bid)

The following documents should be submitted in Part-I (Technical Bid):

3.2.1. Demand Draft for Bidding Document/Bid processing fee and Earnest Money Deposit/ Bid Security separately.

3.2.2. Bid form to be attached as per **Annexure- I**.

3.2.3. An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications should be provided as per **Annexure-II**. However, it is to note that this compliance sheet will not be considered as the technical specification of the equipment. Any deviation in the specification of the item including standard accessories/ optional accessories should be marked in bold letters. The documentary evidence establishing the brand, the model and the model no. of the equipment/ item/ machine/ accessory set-up may be in the form of literature, pamphlets, manuals, drawing, circuit diagram etc. Furthermore, calibration reports, catalogues of pumps, motors, indicators etc to be provided as a technical document along with specification of each and every equipment to be provided as a part of Technical Bid.

3.2.4. Detail name, address, telephone no. fax, e-mail of the firm and of the Director/Managing Director/ Proprietor of the firm as per **Annexure- III**.

3.2.5. GST clearance certificate/current GST filing return & GST Registration certificate.

3.2.6. Attested proof of PAN Card.

3.2.7. Last 03(Three) years of ITR.

3.2.8. The average annual financial turn-over of the company during the last 03(Three) years ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be attached with the bid.

- 3.2.9.** ISO 9001 certifications as applicable.
- 3.2.10.** Copy of the manufacturing license/ import license for the manufacturer/ Authorized Distributor/ Dealer certificates.
- 3.2.11.** Copy of the authorization from the Manufacturing Company / Authorized Distributor / Dealer as per **Annexure- IV**.
- 3.2.12.** The details of the service station/ service associates nearest to Bhubaneswar/ Cuttack shall have to be submitted to qualify in the technical bid.
- 3.2.13.** Performance/ Market standing certificate as per **Annexure-V** establishing that the Bidders have executed supply of mining trade equipment or similar items as mentioned in schedule of requirement of instruments, machines, equipment to different State/Central Government organisations/PSUs and Government Training Institutes like NITs/IITs/Central Research Laboratories & etc. during the last preceding three years reckoned from the date of opening of bid.
- 3.2.14.** **The original bid book signed & sealed by authorized person in each page as a token of acceptance of all terms and conditions of the tender with original receipt.**
- 3.2.15.** Details of foundation drawing for instruments and equipment, if any, should be provided.
- 3.2.16.** The bidders are required to submit the list of the spare parts required for the machine as well as the list of the dealers/ Distributors of the spare parts nearest to Bhubaneswar/Cuttack, Odisha for its availability.
- 3.2.17.** Willingness to provide operational Training for instruments/equipment to atleast two officials at Supplier's Plant or Consignee site at least for 7 days whichever is suitable to Purchaser. The trainer should be a permanent employee of the company with a minimum of 03(Three) years experience in demonstrating such equipment. The details about the training programs and a brief bio-data of the trainer should be submitted along with the technical bid.
- 3.2.18.** Each quoted item and all accessories should cover the warranty / guarantee for 12 (Twelve) months from the date of commissioning as per **Annexure-VI**.
- 3.2.19.** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt and should not be blacklisted from Central/State Govt. The bidder must provide an undertaking on "Notarised Stamp Paper" as per **Annexure-IX**.

3.3.PART-II (Financial Bid)

- 3.3.1.** The bid form giving the rates for various instruments, machines, equipment and other items should be submitted in separate sealed cover hereinafter called Part-II-Financial Bid.

3.3.2. Part-II-Financial Bid of the bidders who qualify in Part-I-Technical Bid will only be opened.

3.3.3. The Bidder shall quote their lowest possible price, and prices quoted by the Bidder shall be “fixed” during the Bidder’s performance of the contract and not subject to any variation and/or escalation.

3.3.4. The quoted/contract price shall indicate clearly the cost of the Goods including all taxes and charges towards packing, forwarding, handling, insurance, freight, incidental service, installation & commissioning of the goods and training to the consignee’s personnel at site as per **Annexure-VIII A**.

3.3.5. The cost of standard accessories shall be included in basic price and optional accessories shall have to be quoted separately.

3.3.6. The Bidder may furnish the breakup of cost as follows solely for the purpose of facilitating the comparison of Bids only. The price may be stated separately for each item:

a) Ex – Factory/ Ex-Warehouse/Ex-Showroom/ off the sale price.

b) Packing, Forwarding and Handling charges.

c) Insurance charges.

d) Freight up to destination institution.

e) Erection, Assembly, commissioning, incidental service, including testing, training charges.

f) Tax component (i.e. all taxes) payable by the Consignee.

g) Delivery cost at site (Including GST/Tax Component)

3.2.7. The price shall be quoted in Indian Rupees only.

4. Bid Conditions

4.1.All the items must be quoted otherwise bid will be rejected.

4.2.The item specifications will be scrutinised individually.

4.3. Any component, fitting etc. which may not have been specifically mentioned in the specifications but which are usual and necessary for the equipment, shall be supplied by the tenderer at no extra cost.

4.4. In case of items of import, the tenderer should take full responsibility for customs clearance, handling, tax payment, etc. and specify the charge for the same in the financial bid.

4.5.The quoted rate shall not vary with the quantum of order placed or destination point.

4.6.The prices should not be indicated in the Technical Bid. The Prequalification document including EMD as required in the Bid document should invariably be accompanied with the Technical Bid.

4.7.A copy of the original bid conditions and the schedules should be signed by the bidder at the bottom of each page with the office seal duly affixed and returned along with the bid. Bid schedule should be duly filled in with an index and page number for the documents, enclosures & EMD etc. Paging must be done for all the documents submitted.

4.8.Bids should be type written or computerized and every correction/ over-writing in the bid should invariably be attested with signature of the bidder with date before submission of the bids to the authorities concerned. No revision of price upward or downward will be allowed once the bid is opened.

4.9.Bidders or their authorised representatives must be present for technical presentation of the quoted items physically at the time of opening of the bids.

4.10. Language of Bid

The Bid prepared by the bidders and all correspondence and document relating to the bid exchanged by the Bidders and the Purchaser, shall be written in the English language. Supporting document and printed literature furnished by the Bidders may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

4.11. Bid Price

The rates quoted by the bidders shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

4.12.GST Clearance

GST clearance certificate/current GST filing return & GST Registration certificate shall be furnished by the Bidders and the originals of the above certificates shall be produced to the purchaser before placement of notification of award if asked for by the Purchaser.

4.13.EMD/ Bid Security Deposit

4.13.1. All bidders are required to submit **Rs.50,000 (Fifty Thousand) as EMD/Bid Security** deposit in shape of A/c Payee Bank Demand Draft in favour of “Principal, Orissa School of Mining Engineering, Keonjhar” payable at Keonjhar from any Nationalised Bank of India.

4.13.2. Non- submission of EMD or submission of less EMD than the desired one shall result in rejection of Bid.

4.13.3. The bid security is required to protect the Purchaser against the risk of Bidder’s conduct which would warrant the security’s forfeiture.

4.13.4. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty 45(Forty-Five) days after thereceipt of performance security/ performance guarantee from the successful bidders.

4.13.5. The EMD for successful bidders will be refunded within 60 days of submission of Performance Security as per Clause 4.14 from the date of payment received by the supplier after installation/delivery of goods successfully.

4.13.6. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity and in the case of a successful Bidder, if the Bidder fails to furnish performance security as per Clause 4.14.

4.13.7. No interest is payable on EMD/Bid Security.

4.13.8. The bidder seeking EMD exemption, must submit valid supporting documents.

4.14. Performance Security/ Performance Guarantee

4.14.1. The successful Bidder shall furnish Performance Security within 21 days after the Supplier's receipt of Notification of Award for an amount equivalent to **10% (Ten Percent) of the Contract Price in the form of an irrevocable Bank Guarantee** issued by a Nationalized Bank in favour of the Purchaser valid up to 60 days after the date of completion of performance obligations including warranty obligations. The Performance Security form is enclosed in **Annexure-VII** of the Bid Document

4.14.2. The proceeds of the performance guarantees shall be payable to Orissa School of Mining Engineering Keonjhar as compensation for any loss/ penalties resulting from the Selected Bidders failure to complete its obligations under the Contract.

4.14.3. The Performance Security is liable to be deducted/ forfeited for any or all the following reasons:

- a) Unusual delay in complying the service request (if any).
- b) Termination of contract or delivery defaulters.
- c) Any default, failure or negligence in fulfilling the contract, Losses incurred by the Purchaser during guarantee/ warranty period.

4.15. Deadline for Submission of Bids

4.15.1. Bids must be received by the Purchaser at the address specified not later than the time and date specified in the invitation of Bids.

4.15.2. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

4.15.3. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid document, in which case all previous rights and obligations of the purchasers and bidders will remain same till the extended date.

4.16. Modification and Withdrawal of Bids

4.16.1. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidders on the bid form.

4.16.2. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security/EMD.

4.17. Bid Opening

4.17.1. The Purchaser will open all bids, in the presence of bidder's representatives who choose to attend at the O/o Principal, Orissa School of Mining Engineering, Keonjhar.

4.17.2. The bidder's representatives who are present shall sign a register evidencing their attendance.

4.17.3. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

4.17.4. No bid shall be rejected at bid opening, except for late bids, which shall be rejected/ returned unopened to the bidders.

4.18. Preliminary Examination

4.18.1. The Purchaser will examine the bids to determine whether they are complete.

4.18.2. Whether all the documents supporting to EMD exemption and Start-ups have been provided as per norms of both Govt. of India & Govt. of Odisha.

4.18.3. Whether any computational errors have been made.

4.18.4. Whether required sureties have been furnished

4.18.5. Whether the document have been properly signed.

4.18.6. Whether the bids are generally in order.

4.18.7. Bids from Representatives, without proper authorization from the manufacturer/distributors/dealer shall be treated as non-responsive.

4.18.8. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total

price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected.

4.18.9. If there is a discrepancy between words and figures, the amount in words will prevail.

4.18.10. Whether bids received as per the details provided in the tender document.

4.18.11. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidders

4.18.12. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

4.18.13. A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidders by correction of non-conformity.

4.19. Evaluation and Comparison of Bids

4.19.1. The comparison shall be of F.O.R. destination price basis including the price of all costs wherever applicable as well as duties and taxes payable on instruments & equipment incorporated or to be incorporated in the items including the warranty/guarantee period from the date of installation.

4.19.2. The Purchaser's evaluation of a bid will take into account, in addition to the bid price and the price of incidental services.

4.19.3. The purpose of bid evaluation is to determine substantially responsive bid with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award.

4.19.4. Evaluation of bids should be made strictly in terms of the provisions in the bid document to ensure compliance with the technical and financial aspects.

4.19.5. The quality and adaptability of the equipment/ goods offered. Alternative options of offer shall not be allowed.

4.19.6. Each Bidder shall submit only one quotation with one make & model.

4.19.7. The specification and quotation would be evaluated separately for each item.

4.19.8. Any other point as deemed proper to be incorporated by the evaluation committee.

4.20. Acceptance of Bids

4.20.1. Bidders submitting bids would be considered who have considered and accepted all terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the bid.

4.20.2. Genuine equipment and instrument etc. should be supplied. Bidders should indicate the source of supply i.e. name and address of the manufacturers from whom the items are to be sourced.

4.20.3. Supply of equipment means – Installation and Commissioning, Demonstration as well as Training at site. No separate charges will be paid on this account.

4.21. Rejection of Bids

The Bid document shall be out-rightly rejected under following stipulation and no correspondence will be entertained whatsoever.

4.21.1. If the Bidders has not furnished the required Tender paper cost and EMD or EMD exemption certificate from competent authority.

4.21.2. If the bidders do not confirm to the annexures attached in the bid document.

4.21.3. If the quoted product of the bidders not confirms to technical specification with complete accessories for functional Equipment/Machinery and standard of workmanship required by the Purchaser.

4.21.4. If bidder has quote items of more than one make/model.

4.21.5. If the bidder has not furnished detailed mandatory drawings, catalogue/Foundation drawings & schedule of supply of items, if required.

4.21.6. If the bidders have not agreed to give bid validity.

4.22. Purchaser's Right to Accept any Bid and to Reject any Bid

4.22.1. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids without assigning any reason thereof at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or Bidders on the grounds of such action of the purchaser.

5. Instruction to the Tenderers

5.1. Some of the minimum specifications specified may be redundant, obsolete, or incompatible and in these cases, the particulars of correct specification of latest trend and technology may be quoted.

5.2. Higher specifications instead of minimum specifications are allowed if a minimum specification is not available, obsolete, or incompatible. Otherwise, model with higher specification should be in addition to the model with minimum specifications.

5.3. Brand name and full model name and number for each offer should be specified.

5.4. The list of accessories required along with each of the equipment should be specified.

5.5. The list of accessories to be given free of cost, along with the equipment should be specified as "Free Accessories" and these should be fully compatible with the quoted models.

5.6. Bidder may note that Bid shall be submitted in full compliance to the requirements of Bidding Document, failing which the bid shall be considered as non-responsive and may be liable for rejection.

6. Notification of Award and Signing of Contract

6.1. Prior to the expiration of the period of validity of the Bid, the Purchaser will notify the successful Bidders in writing by registered letter or by speed post and by e-mail, that his bid has been accepted.

6.2. The notification of award will constitute the formation of the Contract.

6.3. Upon the successful Bidder's furnishing of the performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

6.4. The Purchaser will award the Contract to the successful Bidder whose bid has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Quality, durability and adaptability of the equipment/ goods offered suiting to use in Training/ Practice shall continue to be the overriding factor for selecting any goods and determining the lowest evaluated bid.

6.5. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted and with request to submit Performance Security. The Purchaser will send the Bidder the Contract Form incorporating all terms and conditions of the agreements between the parties within 21 (Twenty-One) days of receipt of the Contract Form. The successful Bidders shall sign and date the contract and return it to the Purchase

7. Supply Conditions

7.1. Delivery of Goods

7.1.1. The delivery of goods shall be made by the supplier to the Consignee in accordance to the order placed as shall be detailed in the Schedule of requirements & technical specifications.

7.1.2. Each of the equipment is to have permanently attached to it, a rating plate of non-corrosive material in a conspicuous position, upon which the total specifications along with the manufacturer's name, address, etc. are to be engraved.

7.1.3. All the equipment supplied shall be rugged and should operate without any deviation in quality, or degradation of equipment performance. All the specification/parameters shall be guaranteed over the following environmental conditions:

- a) Storage Temperature: 0 to 70 degree Celsius
- b) Operating Temperature: 0 to 50 degree Celsius
- c) Humidity: 95% RH (non-condensing)

d) All the equipment is intended to operate under 220 V/440V, 50 Hz power supply.

7.1.4. Detailed technical manuals, handbooks, drawings, warranty card and Factory Quality Assurance checklist, test results and any other certifications mentioned in the technical specifications shall be supplied along with the consignment.

7.1.5. Supplied manuals/handbooks must cover detailed technical specifications and installation, operation, maintenance, and system safety procedures. For experimental setups, details of theory, procedure and methods of taking measurements etc. should be provided in the form of hand books for each experiment.

7.2. Equipment Test/Training/Demonstration-cum-Inspection

7.2.1. Purchaser reserves the right to ask for demonstration cum inspection of the instruments & equipment where ever applicable.

7.2.2. The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate (New & Unused) and also guarantee/warranty certificate that the equipment confirms to laid down specifications. When no standard is mentioned, the Goods shall conform to the standards prescribed by the Bureau of Indian Standard (BIS) or equivalent wherever necessary

7.2.3. The supplier shall invite the purchaser for pre-dispatch inspection. The Purchaser or his representative shall have the right to inspect/ examine/ test the goods in conformity with the contract awarded/supply order during the production or before dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

7.2.4. The inspection/examination/ test may be conducted in the premises of the Supplier or at the goods final destination or at the premises of the consignee, as will be decided by the Purchaser.

7.2.5. The purchaser's right to inspect/ examine/test & where necessary to reject the instruments & equipment after the arrival of the goods at the final destination, shall in no way be limited or waived by the reason of the goods having been inspected and tested by the manufacturer previously. In case of rejection of the goods at the final destination after inspection and test as stipulated above and in case any inspected/ tested goods fail to confirm to the specification/ working condition, the purchaser may reject them and the supplier shall replace/ repair the same free of cost.

7.2.6. All materials / equipment shall be inspected and tested for completeness, proper assembly, operation, cleanliness and state of physical condition, compatibility,

and performance as per quoted specification. The test shall be conducted, reported and certifications are to be provided by the tenderer.

7.2.7. It will be the responsibility of the tenderer to provide all necessary spares and consumables, which may be required during installation and commissioning, at no extra cost to purchaser.

7.2.8. The tenderer is to bring their own testing and measuring instruments required for installation, testing, commissioning, etc which can be taken back after completion.

7.3.Warrantee Period (comprehensive)

7.3.1. The Bidders must quote for a minimum period of 01(One) years of comprehensive warranty from the date of completion of the satisfactory commissioning as per **Annexure-VI**. This also includes all the accessories related to instruments & equipment quoted for.

7.3.2. The Supplier 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.

7.3.3. The Supplier further warrants that the goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Goods in the conditions obtaining in the area of final destination.

7.3.4. The report on any problem will be informed through phone or by e-mail.

7.3.5. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

7.3.6. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

7.4.Terms of Payment

No advance payment will be made by the Purchaser to the supplier for performance of the contract. 100% of the contract price shall be paid within 45 (Forty-Five) days after satisfactory supply, installation, commissioning, demonstration & training and stock entry of bills of the goods within due date of delivery.

7.5.Packaging and Transportation

7.5.1. The Supplier shall be required to meet all transport and storage expenses until commissioning of the instrument(s) / equipment covered in the contract.

7.5.2. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage till their successful installation.

7.6. Taxes and Duties

The Supplier shall be entirely responsible for payment of all Taxes, Duties etc. incurred until delivery of the contract goods to the Consignee subject to recovery afterwards in the bill as claimed in the Bid offer.

7.7. Incidental Services

The Supplier shall be required to provide any or all of the following services (The cost should be included in the quoted Price):

7.7.1. Furnishing of detailed literature/ pamphlets/ circuit diagram/ operation & maintenance manual / drawings (as applicable) for each appropriate unit of supplied goods.

7.7.2. Furnishing of tools required for assembly and / or maintenance of the supplied goods.

7.7.3. Performance or supervision of on-site assembly and the supplied goods.

7.7.4. Performance or supervision or maintenance and/ or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty/ guarantee obligations under the contract.

7.7.5. Training of the Purchaser's personnel at the Supplier's plant and / or on site, in assembly, start up, operation, maintenance and/ or repair of the supplied goods is Mandatory.

7.7.6. A maintenance contract for the goods supplied, if required by the user beyond the warranty period shall be on mutually agreed upon terms between the user and supplier. The cost of such maintenance contract shall not be included in the Bid cost.

7.8. Period of validity of Bids

7.8.1. The bid should be kept open/ valid for a period of minimum 360 days from the date the Bids are opened.

7.8.2. A bid valid for a shorter period i.e. less than 360 days shall be rejected, as non-responsive.

7.8.3. In absence of any indication of the date of validity in the bid, it will be presumed that the offer will remain valid for the minimum period i.e. 360 days as prescribed above.

7.8.4. In exceptional circumstances the purchaser may solicit the bidders' consent for extension of the period of validity. If agreed upon, the bid security so deposited shall also be suitably extended.

7.9. Delay in Delivery and Commissioning Period

Maximum time for delivery is 90 days from the signing of Contract Form/Agreement and commissioning period is 30 days from the date of supply OR 120 days from the date of signing the Contract Form/Agreement failing which the purchaser will have the right to impose penalty for the delay period @ 0.5% per week of the contract value of item/items excluding taxes from the bill amount subject to maximum of 10%. Please note that the above Delay Charges for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe. However, the Principal, Orissa School of Mining Engineering, Keonjhar has the right to extend the delivery period/commissioning period in special cases.

7.10. Penalty against Non-Supply

Apart from Delay Charges, if the Supplier fails to supply any equipment/machines or item to Stores within the due date i.e. within the extended delivery date (approved or agreed by the Purchaser) i.e. over and above the final agreed, the EMD and performance security deposited by the bidder shall be forfeited.

7.11. Rejected items

No payment shall be made for rejected supplied items. Rejected items must be removed by the bidders within two weeks of the date of rejection at their own cost and replace immediately. In case the rejected items are not removed, these will be auctioned by the purchaser (at the risk and responsibility of the suppliers) without any further notice.

7.12. Force Majeure

7.12.1. The Supplier shall not be liable for forfeiture of its performance security, liquidation 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 Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

7.12.2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

7.13. Insurance

7.13.1. The Purchaser will not pay separately for transit Insurance. The supplier is completely responsible for delivery of goods in perfect condition and shall replace/ rectify the missing / defective parts if any at his own cost.

7.13.2. The goods to be supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage & delivery of the goods from Warehouse / Factory / Ex- shop of the supplier to the delivery on “All Risk” basis including war Risks and Strike clauses.

7.14. Comprehensive Annual Maintenance Contract (CAMC)

7.14.1. The tenderer shall be under the obligation of entering into an Comprehensive Annual Maintenance Contract (CAMC) with Orissa School of Mining Engineering, Keonjhar for a minimum period of two years after expiry of the comprehensive warranty period, renewable if felt necessary, on mutually acceptable rates, terms, and conditions. CAMC shall start after the completion of Warranty.

7.14.2. The scope of CAMC shall cover maintenance and supply/replacement of materials and components, for smooth and reliable operation of the systems without trouble.

7.14.3. Accordingly, the tenderer has to offer rates for the CAMC structure per equipment along with the price for the systems and other associated equipment supplied as per **Annexure-VIIIB**.

7.14.4. The cost of CAMC will not be included in the financial bid evaluation.

8. Resolution of Disputes

8.1. The Purchaser, the tenderer and the Supplier should try to resolve the disputes, if any, arising out of the contract, amicably.

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

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KEONJHAR**

MUD & CEMENT TECHNOLOGY LABORATORY (DRILLING ENGINEERING)

Technical Specifications of Mud & Cement Laboratory Equipment

| Sl no | Equipment | Specification | Quantity |
|--------------|--|--|-----------------|
| 1 | Viscometer | Speed Accuracy (RPM): 0.1 In between 6-12 Motor Speeds (RPM): Fixed Speeds (1-600) or Variable speed(0.01 -999RPM) Power Requirement: 230 VAC, 50/60 Hz The Viscometer should be supplied with additional below items Spare Parts Kit Calibrating Instrument Calibration Check Kit Rotor Sleeve, Closed Cup | 2 |
| 2 | Lubricity Tester | Automatic Speed Control, Pre-set speeds (60, 200, 600, and 1000 RPM), manual speed control, and torque zeroing. Maximum Speed - 1,000 RPM Maximum Torque - 600 inch-pounds Belt-Driven Motor: ½ horsepower, 90 Volt DC, 5.5 Amps Shear rate: 1,000 RPM Maximum Fluid Pressure Range: 5,000 to 10,000 PSI (34,500-69,000 kPa) Power Requirement: 115 / 230 VAC, 50/60 Hz Additional items should be provided with lubricity tester is Heat Cup, Ultrasonic Cleaner, Data Acquisition and other software, Carrying Case | 1 |
| 3 | Dead Weight Fluid loss Apparatus | The Dead Weight Hydraulic Assembly should provides source of constant Hydraulic pressure in one compact unit. It consists of a water reservoir, piston and cylinder, dead weight, delivery pressure gauge, two check valves and a bleeder valve. When attached to a standard Filter Press, it should deliver 100 psig pressure to the filter press cell as specified in the American Petroleum Institute, | 1 |
| 4 | API Filter Press with Hydraulic Pressurization | API Filter Press Assemblies should consist of a mud reservoir mounted in a frame, a pressure source, filtering medium, Filter press, wall mount and a graduated cylinder for receiving and measuring filtrate. Working pressure is 100 psig and the filtering area is 7.1 in ² . The cell body, top cap, and base cap are of stainless steel construction. The items supplied with it should be hydraulic pressure assembly, Case, stainless steel, graduated cylinder 25 graduated cylinder 10 ml, Timer, interval, 30-minute, filter paper etc. | 1 |
| 5 | Filter paper | 3.5" filter paper for API filter press | 4 |

| | | | |
|----|---|--|---|
| 6 | Calcimeter | Temperature Control: Electronic Variable Temperature Control Maximum Temperature: 1000°F (537° C) Cell Capacity: 50 mL Heating Capacity: 500 Watts Power Requirement: 230 Volt at 1.5 Amp, 50/60 Hz | 1 |
| 8 | Container 30Oz for hamilton beach mixture | 30 Oz capacity stainless steel | 2 |
| 9 | Differential sticking tester with one spare Cell | Pressurized with a standard hydraulic pressurization Assembly Torque plate with 12.5” radius to simulate casing Standard Test Pressure: 477.5 PSI (3,291 kPa) Working Temperature: Ambient Working Volume: 200 mL | 1 |
| 10 | Digital Stopwatch | ISO 9000 certified electronic stopwatch. The timer should be quartz crystal, counts up to 30 minutes in .01 seconds and counts in seconds if over 30 minutes. Each stopwatch should be calibrated against reputed standardisation and a test certificate is supplied with it. | 2 |
| 11 | Emulsion Stability Tester | Meter Wave form: Sine, < 5% total harmonic distortion AC Frequency: 340 ± 10 Hz Output Units: Peak Volts Ramp Rate: 150 ± 10 Volts per second, automatic operation Minimum Output Range: 3 - 2,000 Volts (Peak) Trip Current: 61 ± 5 µA Electrode Housing: Material resistant to oil mud components up to 220°F (105°C) Material: Corrosion-resistant metal Diameter: 0.125” ± 0.001” (3.18 ± 0.03 mm) Spacing (gap): 0.061” ± 0.001” (1.55 ± 0.03 mm) at 72°F (22°C) | 1 |
| 13 | Hamilton Beach Mixture | The mixture should be 1 spindles. Operating CURRENT 230VOLT/50Hz and 3 speed operating with RPM 10,000 -14,000 & 17,000 | 2 |

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| 14 | HTHP Filter Press(175 ml) with Filter press cell clamp for the same along with Hydraulic pressure assembly | <p>Maximum Temperature: 350°F (176.7°C) Maximum Pressure (Cell): 2,000 psi (10,343 kPa) Maximum Pressure (Receiver): 750 psi (5.1 MPa) Pressure Source: Hydraulic Test Cell Capacity: 175 mL Receiver Volume: 15 mL Heater: 400 Watt Power Requirement: 230 VAC, 50/60 Hz Along with HTHP filter press 1 no of each spare items and tools below mentioned should be supplied Regulator Repair Kit Spare Parts Kit Carrying Case HTHP Pressure Relief Tool: Safety Clamp for HTHP Fluid Loss Cells: HTHP Cell Cap Puller Test Cell Removal and Carrying Tool</p> | 1 |
| 15 | Filter Paper | 2.5" for HTHP filter press | 4 |
| 16 | Hydrometer kit | It should include eight (8) hydrometers to measure specific gravity in the range from 0.8 to 2.4 specific gravity (SG) at 60°F. A thermometer with a scale of -30°F to 120°F should be attached to the kit | 1 |
| 17 | Lab Centrifuge | The Centrifuge Should Speeds to 3300rpm/1380xGA and six tubes 15mL with Built-in timer 0 to 15 minutes with 30 sec | 1 |
| 18 | Lab pH meter(Glass Electrode) | <p>Built-in electrode stand Selectable manual or automatic temperature compensation Built-in memory function Hold function, "Ready" indicator, diagnostic messages pH: Range: -2.00 to 16 Resolution: 0.01 Accuracy: ±0.01 Calibration: Up to 5 points Ion: Range: 0.01 - 2000 ppm Resolution: 0.01 ppm / 0.1 ppm / 1 ppm Accuracy: ±0.5% of reading (monovalent) ±1.0% of reading (divalent) Calibration: From 2 to 5 points Power: 9 VDC, 500 mA, 220 VAC, 50 Hz Input impedance: >10¹²Ω Temperature: Selectable manual or automatic from 0 to 100°C Memory: Up to 50 sets Recorder output: ±2000 mV (directly proportional to input) Recorder output connector: Mini pin (sub miniature photo plug) Display: Dual display of measurement with temperature and mode annunciators</p> | 2 |

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|----|----------------------------------|---|---|
| 19 | Marsh Funnel viscometer With Mug | Marsh Funnel-1000cc, Measuring Cup- 1000ml, Digital Stopwatch, Digital Thermometer(50-350F) | 4 |
| 20 | Methylene Blue Test Kit | Methylene Blue Test Kit containing all reagents, glassware and hardware required to perform the methylene blue test according the API recommended Practice, all neatly packaged in a rugged Stainless Steel carrying case. | 1 |
| 21 | Mud Balance | Density Measurement Ranges: 6.5 - 23.0 lbs/gal 0.79 - 2.72 specific gravity 49 - 172 lbs/ft ³ 340 - 1190 PSI/1000 ft Includes rugged carrying case | 4 |
| 22 | pH Indicator Strip | box of 100,Range 0.00-14,Resolution 1.0 | 2 |
| 23 | Pressurised Mud Balance | The density of a fluid sample,Such as cement slurry can be measured in a fixed volume sample under pressure. Density Measurement Ranges: 52 - 164 lb / ft ³ 6.9 - 21.9 ppg .83 - 2.63 specific gravity 360 - 1130 PSI / 1000 ft | 4 |
| 24 | 50 ml Retort kit | Temperature Control: Electronic Variable Temperature Control Maximum Temperature: 1000°F (537° C) Cell Capacity: 50 mL Heating Capacity: 500-700 Watts Power 230 Volt at 1.5 Amp, 50/60 Hz | 1 |
| 25 | Sand Content Kit | Should contain Sand content Tube,Funnel & Screen Wash Bottle, 500 mL Sieve, 200-Mesh (75 µm), 2.5" Diameter Funnel, Plastic Graduated Tube, Glass, 0 - 20% | 4 |
| 26 | Shearometer Kit | The kit should contain Shearometer cup with Scale, Shearometer Tube of 5-gram, Shearometer Tube of 20-gram & Weight set (1 to 200 grams) | 1 |

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| 27 | Thermo Cup | Electrically heated sample cups should incorporate a precision thermostat for close temperature control. Operating temperatures up to 200°F (93°C) are reached quickly and verified by an included dial thermometer. Meter Wave form: Sine, < 5% total harmonic distortion AC Frequency: 340 ± 10 Hz Output Units: Peak Volts Ramp Rate: 150 ± 10 Volts per second, automatic operation Minimum Output Range: 3 - 2,000 Volts (Peak) Trip Current: 61 ± 5 µA Electrode Housing: Material resistant to oil mud components up to 220°F (105°C) Material: Corrosion-resistant metal Diameter: 0.125" ± 0.001" (3.18 ± 0.03 mm) Spacing (gap): 0.061" ± 0.001" (1.55 ± 0.03 mm) at 72°F (22°C) | 2 |
| 28 | Top Loading Electronic Balance | Capacity should be 4100 g with Readability: 0.1 g, Display: LCD w/Backlight & Power usage: 120 VAC-240 VAC, 50/60Hz | 1 |
| 29 | Thermometer | Metal dial,5" stem, dual scale 50-500F(0-250C) | 3 |
| 30 | Hot plate magnetic stirrer | Electrically hot plate magnetic stirrer with stir bar, operating power supply 230 volt,digital console | 2 |
| 31 | Beaker 1000ml | Low form Borosilicate glass with spout and scale marking | 10 |
| 32 | Beaker 500ml | Low form Borosilicate glass with spout and scale marking | 10 |
| 33 | Beaker 100ml | Low form Borosilicate glass with spout and scale marking | 10 |
| 34 | Beaker 50ml | Low form Borosilicate glass with spout and scale marking | 10 |
| 35 | Pipette 50ml | Volumetric pipette with bulb made up of borosilicate glass | 10 |
| 36 | Pipette 25ml | Volumetric pipette with bulb made up of borosilicate glass | 10 |
| 37 | Pipette 10ml | Volumetric pipette with bulb made up of borosilicate glass | 10 |
| 38 | Pipette 5ml | Volumetric pipette with bulb made up of borosilicate glass | 10 |

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|----|--------------------------|--|----|
| 39 | Pipette 2ml | Volumetric pipette with bulb made up of borosilicate glass | 10 |
| 40 | Pipette 1ml | Volumetric pipette with bulb made up of borosilicate glass | 10 |
| 41 | Measuring Cylinder 500ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 42 | Measuring Cylinder 250ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 43 | Measuring Cylinder 100ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 44 | Measuring Cylinder 50ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 45 | Measuring Cylinder 25ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 46 | Measuring Cylinder 20ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 47 | Measuring Cylinder 10ml | Made up of borosilicate glass, fixed base, tall form with spout and graduation | 10 |
| 48 | Conical Flask 100ml | Made up of borosilicate glass, rim and graduation | 10 |
| 49 | Conical Flask 250ml | Made up of borosilicate glass, rim and graduation | 10 |
| 50 | Conical Flask 500ml | Made up of borosilicate glass, rim and graduation | 10 |

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PRINCIPAL
OSME, KEONJHAR

TENDER ACCEPTANCE LETTER (BID FORM)

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

To

**THE PRINCIPAL
ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR
KEONJHAR, ODISHA-758001**

Sub: Undertaking and acceptance of Terms and Conditions of Tender for Supply, Installation & Commissioning of machines/ equipment/ items / accessory set-ups and instruments to Government Polytechnic Jagatsinghpur

Ref: Your bid enquiry document No. _____ dtd. _____

Sir/Madam,

I/ We, the undersigned have examined the Tender Enquiry document including amendment/corrigendum and offer to undertake the Supply, Installation, Testing & Commissioning of the equipment/ items/ accessory set-ups and instruments to Orissa School of Mining Engineering, Keonjhar. If our bid is accepted, we undertake to supply the instruments, items & equipment and perform the services as mentioned, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form as per Bid Document. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the validity period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred bid enquiry.

I/ We declare that we possess the valid manufacturing license and/ import license issued by the Competent Authority. I/ We furnish the particulars in this regard in enclosure to this declaration.

I/ We do hereby declare that I/ We have not been de-recognized/ blacklisted/ convicted by any State Government/ Union Territories/ Government of India for supply of substandard quality items/ part supply/non-supply.

I/ We agree that the Bid Inviting Authority can forfeit the Earnest Money Deposit and or Security Deposit and blacklist me/ us for a period of 2 (two) years if, any information furnished by us proved to be false at the time of inspection/ verification and not complying with the Bid terms & conditions.

I/ We do hereby declare that I/We will supply the machineries / testing equipment and other items as per the terms, conditions & specifications of the bid document.

I/ We do hereby declare that am/ are not supplying/ quoting the same item at the lower rate quoted in the bid to any Government organization or any other institute.

I/ We confirm that we fully agree to the terms and conditions specified in the Tender Enquiry document, including amendment/ corrigendum if any.

**Date:
Place:**

Signature with official seal

Name:

Designation:

**(Duly authorised to sign the bid
for and on behalf of)**

**-SD-
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OSME, KEONJHAR**

ANNEXURE-II

TECHNICAL DETAILS OF THE MACHINES/ EQUIPMENT/ ITEMS/ ACCESSORY SET-UP/ INSTRUMENT TO BE SUPPLIED BY THE BIDDER

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

| Bid Sl. No. of the Item | Tender Specification as per OSME,Keonjhar | Bidders Specification with make and model no. (Enclose manufacturer's catalogue /brochure for each item) | Deviation, if any |
|--------------------------------|--|---|--------------------------|
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(Add more rows if required)

Signature of the bidder with official seal

Date:

Name:

Place:

Designation:

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DETAILS OF THE BIDDER

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

Bid Reference No.:

Name and address of the Bidder:

- 1. Name of the Bidder:**
 - a) Full Postal Address:**
 - b) Full Address of the Premises:**
 - c) Telephone No.:**
 - d) Fax:**
 - e) E-mail:**
 - f) Alternate E-mail:**
 - g) PAN:**
 - h) TIN:**
 - i) GST Registration No.:**

- 2. Total Average Annual Turnover for the last 03(Three) years (Value in Rupees):**

- 3. Quality Control Arrangement Details:**

- 4. Test Certificate held**
 - a) Type Test**
 - b) BIS/ISO**
 - c) Any other**

- 5. Branch Office/ Contact Person/ Liasoning Office in Odisha**
 - a) Name:**
 - b) Address:**
 - c) Telephone No.:**
 - d) E-mail:**
 - e) Fax:**

Signature of the bidder with official seal

Date:

Name:

Place:

Designation:

**MANUFACTURER/AUTHORISED DISTRIBUTER/DEALERS' AUTHORISATION
FORM**

(To be printed on Manufacturer's letterhead with Reference No. & Date with ink signature.)

To

THE PRINCIPAL

ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR

KEONJAR, ODISHA-758001

Tender No.____/Dtd._____

Sir/ Madam,

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

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

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

Yours Faithfully

*(Signature for and on behalf of Manufacturer
/Authorised Distributer/ Dealers)*

Date:

Name:

Place:

Designation:

Official Seal:

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

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

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OSME, KEONJHAR**

BID NO.: / Date: / OSME, KEONJHAR/ TENDER/ 2024-25

PERFORMANCE STATEMENT

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

(In proof of eligibility of bidders for the period of last THREE years*)

| Order placed by the organization with address | Order No. & Date | Items/ Quantity | Date of completion of delivery | Value of Order |
|--|-----------------------------|------------------------|---------------------------------------|-----------------------|
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(Add more rows if required)

*Documentary evidence viz. copy of award letter, purchase order, certificate of performance in support of satisfactory execution of works must be attached (Atleast 3 orders)

Signature of the bidder with official seal

Date:

Name:

Place:

Designation:

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OSME, KEONJHAR**

WARRANTY MAINTENANCE CONTRACT AGREEMENT

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

THIS AGREEMENT made the.....day ofmonth 2024 between The Principal, Orissa School of Mining Engineering, Keonjhar, Odisha (hereinafter “the Purchaser”) of the one part and M/s.....

.....(hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., supply, installation and commissioning of the equipment at Consignee site including Warranty Maintenance Services and has accepted a bid by the Supplier for the supply, installation and commissioning of the equipment specified below at the Consignee site including Warranty Maintenance Services for a period of 01(One) year from the date of installation and commissioning of the equipment as per the award of Contract No.....Dated.....

| Name of the equipment/item/machine/accessory set-up | Quantity (Nos.) |
|--|-----------------|
| (To be filled in as per details of goods in the award of Contract) | |

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Maintenance services shall consist of Preventive and Corrective maintenance of equipment specified above & will include supply and replacement of parts free of cost.
2. Preventive maintenance, periodically to be done, should include:
 - a) Check-up to ensure that device connection is proper; cabling is at proper condition etc.
 - b) Cleaning of the above equipment & checking the system performance.
3. The Supplier is to furnish the tentative schedule of the preventive maintenance (as mentioned in item 1 & 2) of Warranty Maintenance Contract (WMC) to be carried out.
4. The parts replaced must be new parts or equivalent in performance to new parts.
5. The Supplier will also provide the same maintenance service in case of the movement of equipment from the place of original installation to a different place or location.
6. Any complaint informed through telephone/e-mail must be acknowledged with a Complaint No. by the Supplier which will be noted by Consignee. All further contact with the Supplier on such complaint will be initiated through that Complaint No. Once

rectification is done, that No. will be cancelled by both parties. A register is to be maintained by the Supplier where complaints are to be noted along with Complaint No.

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

WARRANTY MAINTENANCE CONTRACT CLAUSE

| | | |
|---|-----------------------------|----------------------------------|
| Normal response time for repair is 72 hours from the actual time of reporting of the problem to the Supplier. | | |
| | Period | Extension of WMC period |
| Response Time after 72hours | Above 24 hrs & below 48 hrs | 2 days for delay of each day. |
| | Above 48 hrs & below 96 hrs | One Week for each day of delay |
| | Above 96 hrs | Two weeks for each day of delay |
| Downtime | Above 24 hrs & below 48 hrs | Two days for each day of delay |
| | Above 48 hrs & below 96 hrs | One Week for each day of delay |
| | Above 96 hrs | Two weeks for each day of delay. |

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

Signature (for the Purchaser)

Signature (for the Supplier)

Name:

Name:

Designation:

Designation:

Address:

Address:

Telephone No.:

Telephone No.:

**-SD-
PRINCIPAL
OSME, KEONJHAR**

PERFORMANCE SECURITY

BID NO.:

Notification of Award No.:

Bank Guarantee No.:

To

THE PRINCIPAL

ORISSA SCHOOL OF MINING ENGINEERING, KEONJHAR

KEONJHAR, ODISHA-758001

Whereas..... (Name and Address of the supplier (hereinafter called “the supplier”) has undertaken in pursuance of contract for the above referred bid to supply the goods & services as mentioned in the notification of Award of Contract issued by you (the purchaser) in favour of the supplier.

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

And whereas we have agreed to give the supplier a Bank Guarantee.

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

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

This guarantee is valid until.....Day of month of 20.....

Signature with Seal of the Authority of Guarantor Bank

Date:

Name:

Place:

Designation:

Address:

**-SD-
PRINCIPAL
OSME, KEONJHAR**

PRICE SCHEDULE FOR ANNUAL MAINTANCE CONTRACT (AMC) AFTER COMPLETION OF WARRANTY PERIOD

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

| Sl. No. | BRIEF DESCRIPTION OF GOODS | QUANTITY (Nos.) | MAINTENANCE COST (Rs.) | | | Total AMC Cost for 03Years i.e. 4(a)+4(b)+4(c) (Rs.) | |
|---------|----------------------------|-----------------|------------------------|----------------------|----------------------|--|---|
| | | | 4 | | | | 5 |
| | | | (a) | (b) | (c) | | |
| 1 | 2 | 3 | 1 st Year | 2 nd Year | 3 rd Year | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NOTE:

1. The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing & calibration as per technical/ service/ operational manual, labour and spares, after satisfactory completion of warranty period may be quoted for next 03 years on yearly basis for complete equipment and turnkey (if any).
2. The cost of AMC may be quoted along with taxes applicable on the date of bid opening. The taxes to be paid extra, to be specifically stated. In absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of AMC will not be added for Ranking/Evaluation purpose. However, the cost of AMC for lowest evaluated bidder is subject to negotiation.
4. The payment of AMC will be made as per payment terms of the bid document.
5. The uptime warranty and down time penalty shall be as per the bid document.
6. All software updates should be provided free of cost during AMC period.
7. The stipulations in Technical Specification will supersede above provisions.
8. The supplier shall keep sufficient stock of spares required during Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Date:
Place:

-SD-
PRINCIPAL
OSME, KEONJHAR

Signature of the bidder with official seal
Name:
Designation:

Bidder has to upload the following declaration through notarized affidavit

(Prior to not more than 10 days of publication of Bid)

Affidavit / Undertaking

I Son of/daughter of Shri.....
Resident ofDirector/Proprietor of
Company/Firm..... do hereby
solemnly affirm and declare as under:

1. That the bidder is not under liquidation, or debarred, blacklisted, banned by any Government entity in India,
2. That the bidder is not under court receivership or similar proceedings, and not bankrupt.
3. That no First information Report regarding any fraud or forgery has been lodged anywhere in India and has not been barred by any court of law.

Deponent

VERIFICATION

Verification at..... on this.....(date) day of
(Month) 20..... that the contents of the above affidavit are true and correct to the
best of my knowledge and belief.

Deponent

**-SD-
PRINCIPAL
OSME, KEONJHAR**

CHECKLIST

(To be printed on Bidder's letterhead with Reference No. & Date with ink signature.)

| Sl. No. | Description | Documents to be submitted in: | Whether submitted? (Write YES/ NO) | Page No. |
|----------------|--|--------------------------------------|---|-----------------|
| 1 | Tender cost in the form of DD | Technical Bid | | |
| 2 | EMD/Bid Security in the form of DD | Technical Bid | | |
| 3 | Bid Form (Annexure-I) | Technical Bid | | |
| 4 | Technical details to be supplied by the bidder (Annexure-II) | Technical Bid | | |
| 5 | Details of the Bidders (Annexure-III) | Technical Bid | | |
| 6 | GST Registration & Clearance Certificate | Technical Bid | | |
| 7 | Duly attested photocopy of PAN | Technical Bid | | |
| 8 | ITR documents | Technical Bid | | |
| 9 | Documents related to Annual Financial Turnover | Technical Bid | | |
| 10 | ISO or BIS certificates, if any or equivalent (wherever applicable) | Technical Bid | | |
| 11 | Duly attested photocopy of manufacturing License/ Dealership/ Distributorship Certificates for the product duly approved by the Licensing Authority for each and every product quoted. | Technical Bid | | |
| 12 | Duly attested photocopy of Import License, if imported and Origin of Manufacturing mentioned (if manufactured outside India) | Technical Bid | | |
| 13 | Manufacturer's Authorisation (Annexure-IV) | Technical Bid | | |
| 14 | Local service station details | Technical Bid | | |
| 15 | Performance Report of last Three years (Annexure-V) | Technical Bid | | |
| 16 | Authorization letter nominating a responsible person/ liaising agent of the bidder to transact the business with the Bid Inviting Authority | Technical Bid | | |
| 17 | Original bid documents signed and sealed by an authorised person | Technical Bid | | |
| 18 | Details of the training program and bio-data of the trainer for equipment demonstration | Technical Bid | | |
| 19 | Warranty Maintenance Contract Agreement (Annexure-VI) | Technical Bid | | |
| 20 | Annexure-IX | Technical Bid | | |
| 21 | Price schedule (Annexure VIIIA & VIIIB) | Financial Bid | | |
| 22 | Any other relevant documents as deemed necessary by the bidder | Technical/Financial Bid | | |

Signature of the bidder with official seal**Date:****Name:****Place:****Designation:****-SD-
PRINCIPAL
OSME, KEONJHAR**