



DEBOTTAR OFFICE, DHENKANAL.

Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District.

Bid Identification No-1287 /Debottar, Dhenkanal/2018-19.

The Executive Officer, Debottar, Dhenkanal inviting Rate Contract in **OFF-LINE** mode from reputed & established eligible Manufacturers/ Authorized Suppliers for design, supply, installation and commissioning (With free maintenance for the same period) of 1 no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen to be installed in Shree Chandrasekhar Jew Temple Bije, Kapilsh in the District of Dhenkanal.

1.	Name of the Project	Rate Contract for Supply of Installation, Testing and Commissioning of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District
2	Tender reference number	Bid Identification No-1212 Dated 10th October-2018
3	Date of Availability of Tender documents on the website	02.11.2018 (11.00 AM) to 14.11.2018 (5.00 PM)
4	Last date and time of receiving applicants' clarifications in writing	14./11.2018 (www.dhenkanal.nic.in)
5	Last date and time for submission/ Receipt of Tender documents	14./11.2018 (11.00AM to 5.00PM)
6	Tender Opening date(Technical Bid)	15./11.2018 at 11.00 AM
7	Tender Opening date(Financial Bid)	15./11.2018 at 04.00 PM
8	Place of Tender Opening	O/o Sub-Collector, Dhenkanal Dist-Dhenkanal
9	Mode of Receipt of Tender Documents	Through Registered Post/ Speed Post (India Post) only, and in no other means.
10	Contact Name and address for communication	Executive Officer, Debottar, At-Collectorate Po/ Dist-Dhenkanal PIN-759001 (Odisha)

Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District.

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ANNEXURES

ANNEXURE-I –Technical Specification

ANNEXURE II –Technical Bid Format

ANNEXURE III-Financial Bid Format.



Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bijje, Kapilash under Dhenkanal District.

1. INTRODUCTION

The Executive Officer, Debottar, Dhenkanal inviting Rate Contract in **OFF-LINE** mode from reputed & established eligible Manufacturers/ Authorized Suppliers for design, supply, installation and commissioning (With free maintenance for the same period) of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bijje, Kapilash under Dhenkanal District.

2. SCOPE OF WORK

The scope of work shall be to Design, Supply, Installation, Testing and Commissioning of one no 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bijje, Kapilash under Dhenkanal District the detail scope of work shall be as below details and technical specifications mentioned in Annexure -1.

Sl. No	Description	Qty.	Unit
01	1 (One) no of 12 feet x 8 feet PH-6 mm Outdoor Fixed L.E.D, Display Screen including design, supply, installation and commissioning with 2 years product warrantee with free maintenance	1 No (One)	Each
02	Fabrication work for fixing the L.E.D Pillar Height 8 feet, grounding level 5 feet, M.S Iron C channel cabinet with water proof ACP finishing work to protect the L.E.D, Screen from rain water and monkeys.	1 No (One)	Each
03	Supplying fitting fixing of 3 K.W inverter with all accessories & fitting with L.E.D, Display unit including wiring etc. Complete.	1 No (One)	Each

3. COMPLETION PERIOD

Time is the essence of the contract. The time schedule for execution of the total work shall be 30 (Thirty) Days from the date of receipt of work order or Letter of Intent whichever is earlier.

4. TENDER DOCUMENT AND COST OF BIDDING

Tender Documents can be obtained from our website www.dhenkanal.nic.in. The bidder shall bear all costs associated with the preparation and delivery of bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any investigations, evaluations and consultations. Office will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

Non -Refundable Tender fee of Rs.10,000/- to be submitted in the form of demand draft from State Bank of India/any nationalized scheduled bank payable at Dhenkanal *in favour of Executive Officer, Debottar, Dhenkanal*, failing which the Bid documents will be rejected.

5. PRE-QUALIFICATION CRITERIA

- The bidder should provide satisfactory evidence to show that they are an established manufacturer of supplier of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen.
- The bidder should have a minimum experience of at least one completed similar nature of work with certification from the concerned Agency/Offices should be attached..
- Average annual turnover of the bidder shall be minimum of Rs.30,00,000/- (Rupees Thirty lakh) only during last financial years ending 31st March, 2018. (FY.2017-18)

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- D. The bidder shall submit a customer list of at least 02 buyers in Odisha.
- E. Bidder shall enclose self -attested copy of GST or Equivalent.
- F. Bidder shall enclose Company's Incorporation Certificate.
- G. Bidder shall fill, sign and stamp on all pages denoting the acceptance of scope of works and technical specifications.
- H. Bidder shall submit the EMD Amount as per clause no.25
- I. Bidder shall enclose Power of attorney who has signed the Tender Document.
- J. Bidder shall attach Copy of Company's Permanent Account Number (PAN).
- K. Bidder shall must submit Tender paper Fee as per clause no 4 of tender document, failing which bid documents will be rejected.

Please note that bidders not fulfilling the pre-qualification criteria will not be considered for further evaluation.

6. TENDER CLARIFICATIONS

To understand the scope of work and to get clarifications on the bidders' queries, bidders are requested to email their queries to our District Official Website www.Dhenkanal.nic.in.

7. TENDER DOCUMENTS

Tender Documents comprises two parts viz. Part-I (Technical Bid) and Part-II (Financial Bid). The Technical Bid consists of Notice Inviting Tender, Scope of Works and Technical Specifications, General & Special Condition of Contract. The Financial Bid consists of for quoting of Annual Rate Contracts. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority within the stipulated time framed as mentioned in the Tender Schedule.

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8. BID SUBMISSION:

The Bid documents shall be submitted in OFF-LINE mode through Registered Post/ Speed Post (India Post) only, and in no other means. The Bids receipt after the date line will be rejected.

9. BID REJECTION CRITERIA- A bid may be rejected

- i. If the bidder fails to send the Earnest Money Deposit (EMD) / Tender Fee amount.
- ii. If the bidder does not meet the pre-qualification / technical criteria and /or non-submission of specified documents.
- iii. The deviations from the terms & conditions mentioned in the document is likely to affect in any way the scope, quality and performance of the work.
- iv. If a conflict of interest between the bidder and the company is detected at any stage.

Above all, The Executive Officer, Debottar, Dhenkanal reserves the right to accept or reject any or all tenders without assigning any reason whatsoever / or to negotiate with the bidder (s) in the manner it considers suitable.

10. PROCEDURE FOR SUBMISSION OF TENDER (TECHNICAL/FINANCIAL BID)

Completed and sealed tender documents should be submitted in two part system as detailed below:

- 10.1 The tender documents can be downloaded from Dhenkanal District website www.Dhenkanal.nic.in .is to be available from dt 02.11.18 to dt 14.11.18 (11.00 AM to 5.00 PM), is to be submitted in a SEPARATE COVER super-scribing on it as "Tender Document and undertaking meant for Technical Bid" only through **Registered Post/ Speed Post (India Post) only**, and in no other means. The Executive Officer, Debottar, Dhenkanal shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period as mentioned in the Short & Detailed Tender Call Notice.
- 10.2 The Earnest Money Deposit and Tender Document/Processing Fee are to be submitted in a SEPARATE ENVELOPE altogether; super-scribing "Earnest Money Deposit" along with the technical bid envelope. The tenderer not submitted the EMD/Tender Document/ Processing Fee in separate envelope as mentioned above would be out rightly rejected.

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Part-I (Technical Bid) of the tender will consist of the following:

The tender documents downloaded by the bidder, duly filled in & signed by authorized signatory of the bidder, on all pages of the Tender documents, as proof of accepting the conditions of contracts.

Documentary evidence in support of basic minimum eligibility/ qualifying criteria in accordance with tender document stipulations in the form of certified copies.

Permanent Account Number (PAN).

Details / Particulars of G.S.T Registration.

Power of Attorney in case the tender is signed by an authorized representative of the tenderer.

Declaration regarding pending legal issues / delisting / banning by any Govt. or quasi Govt. agencies or PSUs.

Copies of all the certificates submitted, should be duly authenticated by the bidder.

Part-II (Financial Bid) of the tender will consist of the following:

Part – II of the Bid to be submitted in a separate inner sealed envelope comprising of Priced Bill of quantities (Financial Bid). The envelope of Financial bid should be super-scribed as “Part – II (Financial Bid)”. **During making rate contract, the bidders should ensure to quote their rate for supply and installation of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen in the enclosed proforma at Annexure-II.**

11. OPENING OF TENDER (TECHNICAL BID & FINANCIAL BID)

The procedure of opening of the bid shall be as under;

- 11.1 First envelop (Part-I) subscribed 'Earnest Money (Bid Security) & Cost of Bid documents and Technical Bid' shall be opened by Purchase Committee as per the date, time and venue mentioned in the “Tender Call Notice & DTCN i.e. on **dt 15.11.18 at 11.00 AM**, in presence of tenderers who choose to be present. The financial and technical suitability of offers will be examined in detail. If required, clarifications regarding the suitability of the offers will be obtained.
- 11.2 Second envelope (Part-II) subscribed with "Financial bid" of only those tenderers shall be opened, whose Part-I technical bid offer will qualifies after evaluation, found responsive, suitable and in accordance with the various requirements of the tender. **(All bidders shall essentially quote their rate in the Financial Bid Format at Annexure-III).**
- 11.3 In case it is not possible to open the second envelop (part-II) on the same date, then a suitable date for this purpose shall be announced or shall be communicated to tenderers by letter/ fax/ email (Either Mode). To avoid postponement of opening of financial bid, it is in the interest of the tenderers to send their authorized representatives who are well conversant with the tender and competent enough to take decisions on technical and financial matters at the time of opening of bids.
- 11.4 If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time & venue.

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12. DEVIATIONS

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be submitted along with the technical submissions.

Purchase Committee reserves the right to reject as non-responsive any bid containing major deviation(s).

13. LANGUAGE OF BIDS

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and Purchase Committee shall be written in English language only.

14. BID SIGNING

All signatures in bids shall be dated and shall bear a seal/stamp of the bidder. In addition, all pages of the bids before submission of the bid shall be initiated at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorizing him to sign on behalf of the bidder.

15. TENDER SUBMISSION

The Bid documents shall be submitted in OFF-LINE mode through Registered Post/ Speed Post only, and in no other means, which must reach to Debottar Office, at Collectorate, Dhenkanal by the date line in given address, failing which it will not be taken into consideration for opening, and rejected.

16. SELECTION CRITERIA

The final selection would be based on L-I Criteria only, however, the tenderer reserves the right for price negotiation with LI depending on the circumstance.

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GENERAL CONDITIONS OF CONTRACT

17. DEFINITIONS

17.1 GENERAL

The following expressions here under and elsewhere in the contract documents used shall have the following meanings hereunder respectively assigned to them except where the context otherwise requires:

- 17.2 "Bidder" or "Bidders" shall mean those parties who have submitted their offer to the Owner in response to the Tender.
- 17.3 "Tender Document" shall mean the Tender Documents comprising Part-I (Technical Bid) – Notice inviting tender, General Conditions of contract, Special Conditions of Contract, Technical Specification, Schedule of Quantities, Addenda / Corrigenda to the tender document issued by Executive Officer, Debottar, Dhenkanal Form of Tender and Part II (Financial Bid) – Un priced Schedule.
- 17.4 The "Contractor / Successful bidder" shall mean the bidder selected by the Owner for the performance of the work and shall include the successors and Owner permitted assigns of the Contractor.
- 17.5 The "Sub-contractor" shall mean any person or firm or company (other than the Bidder) to whom any part of work has been entrusted by the bidder with the written consent of the Executive Officer, Debottar, Dhenkanal.
- 17.6 The "Project" shall mean Design, **Supply, Installation, Testing and Commissioning of one no 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bijje, Kapilash under Dhenkanal District.**
- 17.7 "Site" shall mean all such land, waters and other places on, under, in or through which the works for the Project are to be performed under the Contract.
- 17.8 "Inspecting Authority" means Third Party Inspection Agency (TPIA) as specified by the Owner/Consultant or Owner's authorised representative or Consultant's representative.
- 17.9 The "Work" and "Scope of Work" shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/or for incorporation in the work.
- 17.10 The "Works" shall mean the product(s) of the work and shall include all extras, additions, alterations or substitution as required for the purpose of the contract.

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- 17.11 The "Contract Documents" shall mean collectively Tender Documents and the Contract Documents as laid out in the Debottar Office, Dhenkanal Standard Contract Format which is based on the General & Special Conditions of Contract.
- 17.12 The "Specification(s)" shall mean the various specifications as set out in the technical specifications forming part of the tender documents and as referred to and derived from the contract and any order(s) or instruction(s) there under, and the absence of any specifications as aforesaid covering any particular work or part of portion thereof, shall mean the relevant Indian Standard Institution Specifications for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specifications covering the relative work or part or portion thereof, shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Executive Officer, Debottar, Dhenkanal.
- 17.13 "Order" and "Instruction" shall respectively mean any written Order or Instruction given by Debottar Office, Dhenkanal within the scope of their respective powers in terms of the Contract and shall include alteration / variation order to effect additions to or deletion from and / or alteration in the work detailed in the contract.
- 17.14 "Completion Certificate" shall mean the Certificate to be issued by the Debottar Office, Dhenkanal after the work has been completed to his satisfaction.
- 17.15 "Period of Liability" or "Defect Liability Period" refers to the Specified period from the date of completion of the entire work as indicated in the completion certificate up to the date of issue of Final Certificate during which the contractor is responsible for rectifying all defects "free of cost" to the satisfaction of Owner.
- 17.16 "Agreed Variation" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment to the Contract forming part thereof.
- 17.17 "Acceptance of Tender" shall mean the Acceptance of Tender issued by the Owner to the Bidder.
- 17.18 The "Total Contract Value" shall up to calculation of the entire remuneration due to the bidder in terms of the Contract, on successful completion of the works means the total contract value as specified in the Acceptance of Tender and after calculation of the entire remuneration due to the bidder under the contract, on successful completion of the works shall mean the totality of such remuneration.



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- 17.19 "Written Notice" or "Notice" in writing shall mean all hand written, typed / printed/ e-mail form sent (unless delivered personally) or proved to have been received by registered post to the last known address / private / business or registered office, of the bidder and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 17.20 "Letter of Intent" shall mean intimation by a letter to the successful bidder that the tender has been accepted in accordance with the provisions contained therein.
- 17.21 "Progress Schedule" shall mean the time schedule of Progress of Work.
- 17.22 The "Alteration Order or Variation Order" means Order given in writing by the Owner to effect additions to or deletions from and alterations in the work.

18. INTERPRETATION OF GENERAL CONDITIONS OF CONTRACT

The general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. and shall be considered as an extension and not in limitation of the obligations of the Bidder. In case of discrepancy, if any, between these conditions the precedence shall be as stated elsewhere in the special conditions of contract.

19. HEADINGS / TITLES

All headings & Titles/Notices to the clauses, specifications /drawings are solely for the purpose of indicative reference and not as summary of the contents and thus shall not be deemed to be part of the clauses of the contract.

20. SINGULAR AND PLURAL

Unless otherwise stated or repugnant to the context the singular shall include plural and vice-versa.

21. NON-TRANSFERABILITY OF TENDER DOCUMENTS

Tender documents shall remain be the property of the Debottar Office, Dhenkanal and if obtained by any intending bidder, shall not be utilisable for any other purpose without the consent of Debottar Office, Dhenkanal

22. BIDDERS RESPONSIBILITY TO COLLECT ALL REQUIRED DATA

- (i) The bidder should study all tender documents carefully; understand the condition / specification etc. before making rate contract. This shall not be the justification for late submission or extension, compensating date or time to the tender. All the tender documents shall govern the contract, shall from part of the contact and shall be binding during the execution till completion of work.

A. Under no circumstances, Tenders may be withdrawn or modified after submission to negligence on the part of the Bidder in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

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23. TAXES AND DUTIES

Bidders should quote rate/prices inclusive of all applicable taxes bidders should indicate the percentage of applicable tax.

24. RIGHT TO ACCEPT OR REJECT TENDER

The Tender inviting authority (Debottar Office) reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the bidder(s) in the manner the Owner considers suitable. The work may be split up if considered expedient.

25. EARNEST MONEY DEPOSIT

Earnest Money Deposit @ 1% of total amount to be submitted in the form of Demand Draft *in Favour of Executive Officer, Debottar Office, Dhenkanal payable at Dhenkanal..*

The Demand Draft has to be made from State Bank of India/any nationalized scheduled bank payable at Dhenkanal Cheque / Cash payment is not acceptable towards EMD.

MSME or NSEI certified bidders are exempted from paying the EMD amount, however the supporting documents are required to be submitted in support of the claim, followed with Affidavit.

Bidders should note the following points with respect to EMD,

- a. Offer received without EMD will be rejected.
- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by Debottar Office.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the Office is not allowed.

EMD is liable to forfeiture in the event of:

- a. Withdrawal of offers during validity period of the offer
- b. Non acceptance of orders by the bidder within the stipulated time after placement of LOI/ P.O.
- c. Any unilateral revision made by the bidder during the validity period of the offer.
- d. Non execution of the prescribed documents after acceptance of the contract.
- e. Non submission of Security Deposit.

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26. SECURITY DEPOSIT

Security Deposit at the rate of 5% of the total contract value to be deposited by the successful Bidder in the form of Demand Draft in Favour of Executive Officer, Debottar, Dhenkanal payable at Dhenkanal.

Successful bidder will have to submit Security Deposit within 10 days from the date of receipt of the Work Order in shape of Demand Draft drawn in favour of Executive Officer, Debottar, Dhenkanal payable at Dhenkanal payable at Dhenkanal.

The Security Deposit if paid by Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder only on successful commissioning of the total work.

All sums of compensation or other sums of money as determined, if any; payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

(i) Non Supply after Acceptance of Order.

(ii) Successful Bidder fails to deliver the materials as per the terms & condition of the Purchase Order.

(iii) Successful Bidder violates the tender conditions.

(iv) If the performance of the bidder is found to be unsatisfactory.

27. SITE INFORMATION, CLIMATIC CONDITION ETC.

The bidder shall be deemed to have satisfied themselves regarding site condition, access, communication facilities, local conditions, climatic conditions etc. and shall be deemed to have included the impact of these factors within their quoted rates. Bidder should visit the site and familiarise themselves thoroughly before submitting the tender. For the purpose, the Bidder required to contact Sri Pradyumna Kumar Tripathy, Debottar Inspector, Kapilash (Mobile 9439187782).

28. CONNECTION OF POWER

Connection at one point shall be made available however further connection for the execution shall be in the scope of the Bidder.

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29. INSTALLATION AND COMMISSIONING

All the work related to Installation and commissioning of one no of 12 feet x 8 feet PH6 mm outdoor fixed LE.D, Display Screen at Kapilash shall be the full responsibility of the Bidder. The Bidder is also responsible to follow all the safety procedure during executions.

30. CO-ORDINATION AND INSPECTION OF WORK

- (i) Any co-ordination with other agencies will be done by Debottar Office, Dhenkanal.
- (ii) The Purchasing Committee, Dhenkanal will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Bidder Premises / Workshops wherever situated.

31. GENERAL CONDITIONS DURING INSTALLATION AT SITE

The Bidder shall arrange one competent Supervisor to be present at site at all times during the progress of the work, who shall be duly authorised to take instructions and execute them on contractor's behalf.

32. DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR

The Bidder is required to prepare the detail GA (General Arrangement) drawings and accordingly after approval from the owner can execute at site.

33. DISCREPANCIES BETWEEN INSTRUCTIONS

Should any discrepancy occur between the various instructions furnished to Bidder, his staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between Bidder staff and Debottar Staff & Sebaka's of the temple, The Bidder shall refer the matter immediately in writing to the Purchase Committee whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

34. LIQUIDATED DAMAGE

In case, the successful bidder fails to supply the plant within the stipulated period as per the Purchase Order, Debottar Office, Dhenkanal without right or prejudice to any right or remedy available may recover from the supplier, Liquidated Damages and not by way of penalty a sum calculated at @ 0.50% of the Total Purchase Order Value, per completed week up to a maximum of 5% of the total Work Order value.

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35. DELAY DUE TO FORCE MAJEURE

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Owner on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at contractor's works place which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The Bidder must intimate to Debottar Office, Dhenkanal by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above. Debottar Office, Dhenkanal reserves the right to ask the contractor to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond Debottar Office, Dhenkanal control.

36. PERIOD OF LIABILITY

Defect liability period shall be 24 Months from the date of successful installation, commissioning and handing over to Debottar Office, Dhenkanal at Site followed by issuance of a completion certificate by Debottar Office, Dhenkanal concerned. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the materials supplied by him or in the workmanship shall be rectified or replaced by Bidder at his own expense the owner may cause the same to be made good by other workmen and deduct expenses of which the certificate of Purchase Committee shall be final) from any sums that may be then or at any time thereafter, become due to Bidder or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient portion thereof. During the Defect Liability Period, Debottar Office, Dhenkanal will not engage any agency for AMC (Annual Maintenance Contract).

37. RIGHT OF OWNER TO TERMINATE THE CONTRACT

Without prejudice, the Debottar Office, Dhenkanal may terminate the Contract of any part thereof by a written notice to the contractor if :

- i. The Bidder fails to comply with any material term of the Contract.
- ii. The Bidder informs Debottar Office, Dhenkanal of its inability to deliver the materials as per the technical specifications and bill of quantities.
- iii. The Bidder becomes bankrupt or goes into liquidation.
- iv. The Bidder makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any substantial property owned by the Bidder.
- vi. The Bidder has misrepresented to Debottar Office, Dhenkanal officials or the Purchase Committee Members, acting on which misrepresentation Debottar Office, Dhenkanal has placed the Purchase Order to the bidder.



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Upon receipt of said termination notice, the Bidder shall immediately discontinue the work on the Contract.

On termination of the contract, without prejudice to any other right or remedy available to Debottar Office, Dhenkanal under the contract, in the event of Debottar Office, Dhenkanal suffering any loss on account of delayed delivery or non-delivery, Debottar Office, Dhenkanal reserves the right to claim and recover damages from the contractor in respect thereof. The EMD / Security Deposit will be forfeited and the Bank Guarantee for any advance paid with Purchase Order will be encased in such case.

38.PATENTS AND ROYALTIES

The Bidder, if licensed under any patent covering, Equipment, Machinery, Materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any Equipment, Machinery, Materials, Composition matters, to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, is covered by a patent under which the Bidder is not licensed then the Bidder before supplying or using the Equipment, Machinery, Materials, compositions method or processes shall obtain such licenses, and pay such royalties and license fees as may be necessary for performance of the Contract. In the event the Bidder fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Bidder or the Owner as a result of such failure will be defended by the Bidder at his own expense and the Bidder will pay any damages and costs awarded in such suit.

39. PERFORMANCE GUARANTEE & WARRANTY

The Bidder shall furnish the following in a Rs.100.00 Stamp Paper

(i) Performance Guarantee:

- a. That the material of construction and workmanship of work done and any fittings designed / manufactured / supplied by him are as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.
- b. That the work done and any fittings designed, manufactured, supplied, erected shall be as per prevailing relevant standard, codes and statutory practices / stipulations.
- c. That the work done and any fittings designed, manufactured, supplied, erected and tested by him against defective materials, poor workmanship, & problems and failure from normal usage shall withstand good for a period of **24 (Twenty four) calendar months** apart from the specified life cycle after final acceptance of the work by the Owner.

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d. The contractor have to submit a PBG for the amount of 10% of Retention Money valid for a period of 12 Months from the date of successful installation and commissioning of the plant.

(ii) Warranty:

The Bidder will repair and/or replace all defective parts, components / fittings, accessories etc. arises because of manufacturing defects. Such defective parts, components, fittings, accessories etc. should be promptly rectified and replaced by him free of cost. **The Bidder will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced for within a period of twenty-four months from the date of actual installation/functioning.** The Bidders are further required to take periodic maintenance of the 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash regularly including replacement of changeable parts/items from time to time.

40. ARBITRATION

Any dispute or difference arising under this Contract shall be referred for adjudication at Dhenkanal to a sole arbitrator to be appointed by the Executive Officer, Debottar, Dhenkanal and the provisions of Arbitration and conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties.

41. TESTING AND INSPECTION

The Bidder shall carry out all the relevant test, adjustments and inspection before dispatch of the materials defined in the technical specifications. The Bidder is also required to do a Third Party Inspection and submit the report before dispatch of the material.

42. PRICE ESCALATION

Making the Rate Contract (Quoted Price) by Bidder shall remain firm till the issue of final certificate and shall not be subject to escalation. Prices/ Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over Work to Owner by Bidder. Bidder shall be deemed to have known the nature, scope, magnitude and the extent of Work and materials required though Contract Document may not fully and precisely furnish them.

43. COMPLETION CERTIFICATE AND SUBMISSION OF DOCUMENTS

(i) When Bidder fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate. Bidder may apply for separate Completion Certificate in respect of each such portion of Work by submitting the completion Documents along with such application for demand of Completion Certificate.

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The Debottar Office, Dhenkanal shall normally issue to Bidder the Completion Certificate within one month after receiving an application therefore from Bidder after verifying from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings, and the Contract Document and rectification of defects if any.

Bidder, after obtaining the Completion Certificate, is eligible to present the Final Bill for Work executed by him under the terms of Contract.

- (ii) Within one month of completion of work in all respects, Bidder shall be furnished with certificate by the Debottar Office, Dhenkanal of such completion.
- (iii) For the purpose of clause, the following Documents will be deemed to form the completion Documents:
 - a. The technical documents according to which Work was carried out.
 - b. Three sets of As Built GA Drawings showing therein the modification and corrections made during the course of execution signed by the Debottar Office, Dhenkanal.
 - ii Warranty/Guarantee certificate of Motors, Controllers, fixtures and fittings.
 - iii Operational and Maintenance Manuals.
 - iv Dos and Don'ts.

44.FINAL CERTIFICATE

Upon expiry of defect liability period and subject to the Purchase Committee, Dhenkanal being satisfied that the supplied materials are not of any manufacturing defects during this period as hereinbefore mentioned and that Contract has in all respect duly made up any subsidence and performed all his obligations under Contract, the Purchase Committee, Dhenkanal shall (without prejudice to the rights of Owner to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and Bidder shall not be considered to have fulfilled the whole of his obligations until Final Certificate shall have been given by the Owner notwithstanding any previous entry upon Work and taking possession, working or using of the same or any part thereof by Owner. Bidder shall provide Owner with a certified satisfactory to both that all privileges, liens, claims, obligations and liabilities against or chargeable to the Owner have been fully paid, satisfied and released and that Bidder has no claim(s) against Owner.

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Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District

SPECIAL CONDITIONS OF CONTRACT

45. GENERAL

- a. Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, Drawings and any other document forming part of this contract wherever the contract so requires.
- b. Notwithstanding the sub-division of the document into separate sections, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract as far as it may be practicable to do so.
- c. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then unless different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent of such repugnancy or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of General Conditions of Contract.
- d. Whenever it is mentioned in the specifications that the Bidder shall perform certain work or provide certain facilities, it is understood that the Bidder shall do so at his own cost.
- e. The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standards/specifications / code(s) of practice for any part of the work covered in this tender, the instructions/directions of Purchasing Committee will be binding on the Bidder.

46. LOCATION OF SITE

The only one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District.

47. ALTERATION IN SPECIFICATIONS AND DESIGN

During the execution of the work, the Purchase Committee, Dhenkanal may desire to make any alterations in, omission from, additions to or substitutions from the original specifications, Drawings, Designs and Instructions that may appear to him to be necessary or advisable during the progress of work and the Bidder shall be bound to carry out such altered extra/new items of work in accordance with any instruction which may be given to him in writing by the Debottar Office, Dhenkanal and such alterations, omissions, additions or substitutions shall not invalidate the contract and any such altered additional or substituted work shall be carried out by the Bidder on the same conditions on which he agreed to do the work.

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Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District

48. TERMS OF PAYMENT

Our payment terms shall be as follows,

- i) First Interim Payment @ 70% amount of work value shall be paid after installation and commissioning of the one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District.
- ii) Second interim Payment @ 20% of the work value shall be paid after three months, from the date of installation and commissioning of the one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District.
- iii) Final payment @ 10% of the contract value shall be treated as Performance Security and shall be paid against satisfactory performance and maintenance of the one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District during warranty period. This amount shall be paid in five equal annual instalments starting from completion of one year from the date of installation at site on receipt of performance report duly signed by authorised officer from user organisation/ Debottar Office, Dhenkanal as the case may be.
- iv) The payment shall be released after deduction of applicable taxes, and the payment shall be released within 20 days from the date of receipt of certified bill in Debottar Office, Dhenkanal concerned.

49. STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

The entire work shall require to be carried out strictly as per specifications, quality assurance plan, drawing etc., intended in the tender backed up with proper test report, manufacturers' test certificates etc. The Purchase Committee may inspect the work during the course of execution and also during the defect liability period. The Bidder has to maintain all documents in presentable form duly reviewed and approved by the Purchase Committee for any such/ similar inspection.

50. Establishment of Service Centres:

- 50.1 The Bidder will have to establish service centres at Kapilash or within the district for the timely maintenance of the one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District. Consumable parts as per requirement should be maintained at the service centres as spare parts for carrying out the proper maintenance of the said L.E.D, Display Screen. This shall be at least for 2% of the number of the cost of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District.
- 50.2 Training of local youth shall be mandatory for attending the routine maintenance works promptly. The list of the trained persons shall have to be submitted by the contractor to the concerned district level officer of Debottar Office, Dhenkanal.
- 50.3 The successful bidder shall after completion submit the list of the established service centres along with address and contact numbers, shall have to be submitted by the Bidder to the concerned Purchasing Committee, Dhenkanal along with the satisfactory erection and functionality report from the Purchasing Committee.

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ANNEXURE-I

TECHNICAL SPECIFICATION OF Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bijje, Kapilash under Dhenkanal District

Since the project will be installed at Shree Chandrasekhara Jew Bijje, Kapilash under Dhenkanal District designed on the basis of Area Specific. However, the emphasis should be suggested as per Indian Standards Norms/ Specifications for the purpose. There should be no compromise on the quality of project permissible limits should be strictly achieved.

(A) TECHNICAL CONDITIONS:

The tenderers must be a registered firm/ agency for supply of two nos's of 12.5 feet x 7.5 feet PH 6 MM outdoor fixed L.E.D display screen supplier with the following technical parameters.

01	LED constitution SMD 3535	Types
A	Module Specifications 1. Pixel Pitch 2. Module Pixles 3. Module Resolution 4. Module Size 5. Module Weight 6. Drive IC	1. 6 mm 2. 4096dots 3. 32 dots x 32 dots 4. 192mm x 192mm 5. 0.33kg/pc 6. SM2038
B	Cabinet Specification 1. Cabinet Size (WXH) 2. Cabinet Resolution 3. Module Quantity 4. Pixel Density 5. Material 6. Cabinet Weight	1. 768*768mm 2. 192 dots x 192 dots 3. 16 pcs 4. 27777 dots/m ² 5. die-casting aluminium 6. 12 Kg

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TECHNICAL SPECIFICATION OF Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District

C	<p>Screen Parameters</p> <ol style="list-style-type: none">1. Screen Area2. Cabinet Quantity3. Brightness4. Driving Method5. View Angle6. Min. Viewing Distance7. Gray scale8. Colors9. Refresh rate10. Input Voltage11. Power Consumption (Max./Ave.)12. Screen weight13. MTBF14. Life span15. IP rating (Front/Rear)16. Temperature-operating17. Humidity-operating18. Power supply19. Controlling system20. Source compatibility (With video processor)	<ol style="list-style-type: none">1. 93.75 Sq.feet2. 15 pcs3. $\geq 5500\text{cd/m}^2$4. 1/8 scan5. Horizontal 140* Vertical 130*6. ≥ 5 meter7. 13 Bit8. 549 Billion9. ≥ 1920 Hz10. AC220V/50HzorAC110V/60Hz11. 847.5 w/m^212. 15 kg/m^213. $>10,000$ hours14. $\geq 50,000$ hours15. IP65/IP 5416. $10^0 \text{ C} - 60^0 \text{ C}$17. 10% -90%18. G-energy/Rong electric19. Huidu20. AV, DVI,HDMI,SDI, S-Video, DP etc.
02	<p>FEBRICATION</p> <p>Fabrication work for fixing the L.E.D Pillar Height 8 feet, grounding level 5 feet, M.S Iron C channel cabinet with water proof ACP finishing work to protect the L.E.D, Screen from rain water & full protection system for monkeys</p>	I No
03	<p>Supplying fitting fixing of 3 K.Watt inverter with all accessories & fitting with L.E.D, Display unit including wring etc. Complete.</p>	I No

ANNEXURE-II

Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District

Bid Identification No- 1212 /Debottar/ Dhenkanal/2018-19

TECHNICAL BID

To be filled by the Bidder and submit in their Technical Submissions

01	LED constitution SMD 3535	Types
A	Module Specifications 1. Pixel Pitch 2. Module Pixles 3. Module Resolution 4. Module Size 5. Module Weight 6. Drive IC	
B	Cabinet Specification 1. Cabinet Size (WXH) 2. Cabinet Resolution 3. Module Quantity 4. Pixel Density 5. Material 6. Cabinet Weight	

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C	<p>Screen Parameters</p> <ul style="list-style-type: none">21. Screen Area22. Cabinet Quantity23. Brightness24. Driving Method25. View Angle26. Min. Viewing Distance27. Gray scale28. Colors29. Refresh rate30. Input Voltage31. Power Consumption (Max./Ave.)32. Screen weight33. MTBF34. Life span35. IP rating (Front/Rear)36. Temperature-operating37. Humidity-operating38. Power supply39. Controlling system40. Source compatibility (With video processor)	
02	<p>FEBRICATION</p> <p>Fabrication work for fixing the L.E.D Pillar Height 8 feet, grounding level 5 feet, M.S Iron C channel cabinet with water proof ACP finishing work to protect the L.E.D, Screen from rain water & full protection system for monkeys .</p>	
03	<p>Supplying fitting fixing of 3 K.Watt inverter with all accessories & fitting with L.E.D, Display unit including wiring etc. Complete.</p>	

Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District

Annexure- III

Bid Identification No-1287/Debottar/ Dhenkanal/2018-19

FINANCIAL BID – To be submitted in OFF-LINE Mode.

Annual Rate Contract for Design, Supply, Installation, Testing and Commissioning of one no of 12 feet x 8 feet PH 6mm outdoor fixed L.E.D, Display Screen at Shree Chandrasekhara Temple Bije, Kapilash under Dhenkanal District

Sl No	Particulars	Quantity	Unit	Bidders are required to quote their Rates in (Rs) & in words
01	02	03	04	05
01	1 no of 12 feet x 8 feet PH-6 mm Outdoor Fixed L.E.D, Display Screen including design, supply, installation and commissioning with 2 years product warrantee with free maintenance.			
02	Fabrication work for fixing the L.E.D Pillar Height 8 feet, grounding level 5 feet, M.S Iron C channel cabinet with water proof ACP finishing work to protect the L.E.D, Screen from rain water and monkeys.			
03	Supplying fitting fixing of 3 K.W inverter with all accessories & fitting with L.E.D, Display unit including wiring etc. Complete			

NB: The bidders must quote their rate against each items including the total rate inclusive of all taxes, as mentioned.

(Signature of Bidder)

Executive Officer, Debottar
Dhenkanal,