

DIRECTORATE OF PRINTING, STATIONERY AND PUBLICATION ,ODISHA
MADHUPATNA, CUTTACK-753010

**SHORT TENDER NOTICE NO.15/FOR PROCUREMENT OF
THREE TYPES OF FIRE EXTINGUISHER FOR THE YEAR,2016-17**

Sealed tenders in double sealed covers (Technical bid along with E.M.D. in one cover and price bid in another cover) in prescribed form are invited from bona fide Manufacturers or their Authorized Dealers for supply of **three types of fire extinguisher for the year, 2016-17** to the Directorate of Printing, Stationery and Publication, Odisha, Cuttack as per terms and conditions mentioned in the tender documents. The tender details have been hoisted in the Odisha State Government website i.e. [www.odisha.gov.nic.in.](http://www.odisha.gov.nic.in/) / www.ogpress.nic.in.

2. Details of tender documents with specification of fire extinguisher can be obtained on any working day during office hour from **25.02.2017 to 03.03.2017** from **11.00 A.M. to 4.00 P.M.** from the office of the undersigned on payment of Rs.1,000/- (Rupees one thousand) only + V.A.T. (non-refundable) on deposit in cash only.

3. The tender documents can also be down loaded from Odisha Govt. Website i.e. www.odisha.gov.nic.in. / www.ogpress.nic.in. In such cases the tender is to be submitted along with a bank draft of Rs.**1,050/- (Rupees one thousand fifty)** only (non-refundable) drawn in favour of Director, Printing, Stationery & Publication, Odisha, Cuttack.

4. The tender documents along with Earnest Money Deposits in prescribed manner shall be received by **1.30 P.M.** on **04.03.2017** and the documents (technical) bid will be opened on the same day at **3.00 P.M.** in presence of bidders or one of their representatives in the Office Chamber of Accounts Officer(Purchase).

5. Tender shall be finalized by the Authority.

6. The undersigned reserves the right to reject any or all tenders and to alter/amend the terms and conditions of tender without assigning any reason thereof.

7. Disputes, if any, arises are subject to the Court of Cuttack jurisdiction.

Sd/- Dr S.Sarangi
Director,
Printing, Stationery & Publication,
Odisha, Madhupatna, Cuttack.

INVITATION TO TENDER

The DIRECTOR, Printing, Stationery & Publication, Odisha, Cuttack (Hereinafter referred to as the 'DIRECTOR') invites sealed tenders in the prescribed form from the bonafide manufacturers/authorised dealers for supply of **three types of fire extinguisher for the year, 2016-17**, as mentioned in the tender schedule attached hereto for use in this Directorate.

1.SALE OF TENDER PAPER

Prescribed tender documents may be obtained from the office of the DIRECTOR at Madhupatna, Cuttack-753010 on payment of Rs. 1,000/- (Rupees one thousand) only + VAT per set of tender document by cash only. **In no case payment made otherwise shall be accepted.** The payment made for the tender documents is **non-refundable**. The tender documents may be obtained on any working day between 11.00 A.M. to 4.00 P.M. from **25.02.2017 to 03.03.2017**.

The tender documents can also be down loaded from Odisha Govt. Website i.e. www.odisha.gov.nic.in / www.ogpress.nic.in. In such cases the tender is to be submitted along with a bank draft of Rs.**1,050/- (Rupees one thousand fifty)** only (non-refundable) drawn in favour of Director, Printing, Stationery & Publication, Odisha, Cuttack.

2.EARNEST MONEY DEPOSIT

The tenderer shall deposit earnest money @ 2% (two per cent) of his highest tendered value where more than one variety or brand is offered against an item, the highest tendered value shall be the sum total of the tendered value of all the items calculated on the highest rate offered in respect this tender in shape of Postal Savings Pass Book/National Savings Certificate/Post Office Time Deposit from any Post Office in India /Deposit receipts of Scheduled Banks duly pledged in favour of Director, Printing, Stationery & Publication, Odisha, Cuttack (**except Bank Draft & Cheque**) and Bank Guarantee from any Commercial Bank is an acceptable form. The E.M.D. is normally to remain valid for a period of 45 days beyond the financial bid validity period. Request for transfer of any previous deposit or adjustment of earnest money from any claim payable will not be entertained. **Tenders without Earnest Money deposit should not be considered under any circumstances. Transfer of deposit of E.M.D. towards deposits of security deposit money shall not be permitted.**

(2) The tenderer shall not be entitled to any interest on the earnest money, except what may be allowed and paid by the Postal Authorities/Bank Authorities.

(3) The earnest money deposit of a successful tenderer shall be retained for due fulfilment of the contract by the tenderer until the tenderer furnishes the prescribed security deposit as in Clause-1 of the conditions of contract.

(4) The earnest money deposit of unsuccessful tenderer(s) shall be refunded soon after expiry of the validity period of tender as possible and latest by 30th day after the award of the contract.

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(5) In the event, the tenderer does not furnish the amount of security deposit in the manner as stipulated in Clause-1 of the conditions of contract and/or fails to execute the agreement within a period of ten days from the date of receipt of letter of acceptance, the earnest money deposit shall be absolutely forfeited to the said Government of Odisha in respect of the items for which no agreement is executed without prejudice to the right of the DIRECTOR to such claims/action under these terms and conditions. The performance security shall be remained valid for a **period of sixty days** beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Bid Security shall be refunded to the successful bidder on receipt of performance security.

(6) The earnest money deposit shall also be forfeited under the circumstances indicated in clause-4(1) below.

3. RIGHT OF ACCEPTANCE/REJECTION OF TENDER AND AWARD OF CONTRACT

(1) The right of acceptance of tender and/or award of contract rests with the DIRECTOR who does not bind himself to accept the lowest tender and also reserves to himself the right to reject any or all the tender(s) received without assigning any reason thereof.

(2) The right of acceptance of tender and award of contract includes, notwithstanding anything contained in the tender documents, the right to apportion the contract for the tendered quantity between any two or more parties and/or to increase and/or decrease the tendered and/or contracted quantity of one or more or all of the articles.

4. SPECIAL ELIGIBILITY CRITERIA / TERMS AND CONDITION

01. The bidder must be the Manufacturer or Authorised Dealer of the product atleast for since last 7 to 8 years and must have its own sale and service support setup/office within India. First preference will be given to the manufacturer of the product with service facility of their own.

02. The bidder must furnish the User-list of Odisha & neighboring States for Product verification and assessment of performance and after sales service support.

03. The manufacturer must have own service support facility within the state of Odisha or neighboring states. The bidder must furnish the name and detail address of their Service Centres along with the details of the service support staffs for verification.

04. The Catalogue of the quoted products should be available in the website of the manufacturer.

5. VALIDITY OF TENDERS

(1) All the tenders shall remain valid for acceptance till 31.3.2017. If the tenderer withdraws or amends the offer before expiry of the above period without consent of the DIRECTOR, the earnest money furnished by him (them) shall be forfeited in full. Conditional tenders are liable for rejection.

(2) No extension of time shall be allowed for submission of tender in any circumstances unless otherwise specifically extended by the DIRECTOR by an advertisement in newspapers.

6. TENDER'S UNDERSTANDING OF THE TENDER DOCUMENTS

The tenderer shall carefully go through the tender documents and fully inform himself as to all the terms and conditions, contained herein before submission of the tender. If a tenderer find any discrepancies or omissions or in doubt as to their meaning, he should at once notify the DIRECTOR and obtain clarification in writing prior to submission of this tender. Verbal clarifications and/or information given by the DIRECTOR or the employees working under him or his representatives shall not be binding on the DIRECTOR.

7. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

No tenderer shall be entitled to claim any costs, charges, expenses of or incidental to or incurred by him through or in connection with submission of this tender even though the DIRECTOR may elect to withdraw the invitation to tender without notice and without assigning any reason whatsoever.

Sd/- Dr S.Sarangi
Director
Printing, Stationery & Publication,
Odisha, Madhupatna, Cuttack.

INSTRUCTIONS TO TENDERERS

1.SUBMISSION OF TENDER

1.1. Each set of tender documents shall be serially numbered and each page thereof duly authenticated by the initials/signature of any officer authorised by DIRECTOR and Rubber Stamp affixed. The tenderer shall check the documents immediately after the purchase of the same. Should the set (Tender documents) purchased by the tenderer does not contain the initials/signature and rubber stamp indicated above he should immediately report the fact to the officer who has issued the tender along with the cash receipt obtained from the Cashier of the office of the DIRECTOR. This shall however under no circumstances be accepted as a ground for extension of time for submission of tender.

1.1.1. All corrections etc. should be authenticated by the initials/signatures of the tenderer, otherwise it will not be accepted.

1.1.2. Scoring, Cutting, Deleting or Mutilation in any form of tender documents unless initialed (Duly rubber stamped) by an officer authorised by the DIRECTOR will be liable to be rejected.

1.1.3. The tenderers are required to make an Earnest Money deposit equivalent to 2% of the value of the Fire extinguisher in the Indian Coin. **The Earnest Money deposit is to be made in the shape of National Savings Certificate duly pledged /Bank Guarantee/Deposit receipts of Scheduled Banks in the name of the Director, Printing, Stationery & Publication, Odisha, Cuttack.** Tenders without payment of Earnest Money are liable for rejection.

1.2. All information in the tender form shall be in English. Failure to comply this may lead to rejection of the tender.

1.2.1. The tender form shall be filled in duly typed. No tender filled in otherwise shall be considered.

1.3. The rate(s) shall be quoted in rupees and paisa per Unit, as prescribed in the tender schedule both in figures and words.

1.4. One rate should be offered for one item. Submission of multiple rates against one item is liable to be invalidated. In case there are really different Fire extinguisher to be offered against one item, more than one rate can be considered. But the tenderer in all such cases shall clearly mention the specific brand, make, models etc. and enclosed detailed literature.

1.4.1. The rates quoted for the Fire extinguisher shall include free installations,(including the charges of unloading, shifting of Fire extinguisher to installation places, commissioning etc.) demonstrations and training of the personnel in the working of the Fire extinguisher.

1.4.2. The rate quoted shall include cost of Fire extinguisher along with installation charges & up to working position.

1.4.3. The tenderers shall have to make their own arrangement for installation and demonstration except unskilled and semi-skilled labourers required for the purpose.

1.4.4. (i) The tenderer having place of business inside the State of Odisha shall quote the basic rate which shall be inclusive of all taxes, duties, charges viz., excise duty, freight, cess etc. but shall be exclusive of only V.A.T. which shall be paid extra as applicable.

(ii) The tenderer having place of business outside the State of Odisha shall quote the basic rate which shall be inclusive of all taxes, duties, charges viz., excise duty, freight, cess etc. but shall be exclusive of only C.S.T. which should be stated separately. So far Central Sales Tax is concerned declaration in Form 'C' will be issued. E.T. shall be borne by the Director, Printing, Stationery & Publication, Odisha, Cuttack.

(iii) The rates should be quoted distinctly under various heads.

(iv) Details as in *Pro forma* in quadruplicate must be furnished.

1.5. Like rate and quality of the Fire extinguisher, delivery period is also an important factor and is to be taken into consideration at the time of selection. Tenderers are therefore requested to give their positive delivery schedule along with their tender.

1.6. EACH PAGE OF TENDER DOCUMENTS BESIDES THE SPECIFIED PLACES IN THE TENDER DOCUMENTS SHALL ALSO BE SIGNED BY THE TENDERER WITH HIS USUAL SIGNATURE.

Tender by Partnership firm may be signed in the firm's name by one of the Partner or Manager as the case may be or any other duly authorised representative followed by the name and designation of the persons so signing. Tenders by other than the sole proprietorship firm or a partnership firm may be signed by a person authorised in his behalf and a Power of Attorney or satisfactory proof showing that the person(s) signing the tender document on behalf of the tenderers is duly authorised to do so must accompanied with the tender.

1.6.1. With their quotations the tenderer shall sign the invitation to the Tender, Instructions to Tenderers, Conditions of Contract, Tender Form, Tender Schedule, Annexures etc. in token of acceptance thereof. The signature on the tender schedule alone shall be deemed to accompany of all the schedule of rates, specification terms and conditions stipulated in invitation to tender instruction to tenderer, conditions of contract, Tender Form, Tender Schedule Annexure etc. forming part of the Tender Documents.

1.6.2. Witnesses shall be person of status and their address names and occupations shall be stated below their signatures. All signatures shall be dated.

1.7. Submission of more than one tender by a particular tenderer under different names is strictly prohibited. Should it at any time be discovered that this condition has been violated all the tenders submitted by the tenderer would be rejected or contracts cancelled and performance guarantee attached without prejudice to the right of Director to take such other legal action as may be deemed fair and proper.

1.8. All offers addressed to the Director, Printing, Stationery and Publication, Odisha, Cuttack-753010 should be in double sealed cover clearly marked outside **TENDER FOR SUPPLY OF Fire Extinguisher for the year,2016-17. The first sealed cover will contain all tender documents except rate of articles and second sealed cover will contain the tender with rates of articles only.**

1.8.1. Tenders sealed and super scribed as above may also be sent by Registered Post Addressed to the above authority so as to reach him by the due date and time.

1.8.2. A tender delivered or sent otherwise as stated above will be at the risk of the tenderer.

1.8.3. A tender which is received after the time and date specified above is liable to rejection.

1.8.4. The tenderer shall quote firm rates which shall remain valid for acceptance till 31.3.2017 and shall not be subject to any revision for any reason whatsoever. Tenders containing stipulation as to variation in price.

2. REQUEST FOR CLARIFICATION AND/OR MODIFICATION IN TENDER

2.1. If a tenderer seeks to clarify his quotations or rates this can only be done in a separate conversing letter to the tender. No request for modification(s) to invitation to tender, instructions to tenderers, tender form, condition of contracts etc. will however be entertained. If the contents of the covering letter are to be considered as part of the quotation, this should be specifically mentioned by the tenderer, If any of these conditions admitted for consideration has a financial bearing in the cost quoted, the additional cost arising out of the condition(s) will be added for comparative evaluation of tenders. The decision of the Director as to how much would be additional cost shall be final, conclusive and binding on the tenderer.

2.2. Any request from the Tenderer in respect of additions, alternations, modifications, correction etc. of either terms and conditions or rates or his tender after opening of the tender may lead to rejection of his tender subject to consequences of the conditions contained herein.

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3. NEGOTIATION

The Director or an Officer authorised on his behalf reserves the right to negotiate with any tenderer after opening of the tenders. No compliance by the tenderer(s) to such request for negotiations shall render his/their tender(s) liable to rejections.

4. SUBMISSION OF DOCUMENTS/PARTICULARS,ETC.

4.1. The tenderer shall submit the following with his offer--

- (i) The complete tender documents
- (ii) Literature indicating detailed specifications and procedure of use of the Fire extinguisher tendered for and the specification and quantity of Fire extinguisher.
- (iii) Authority to sign the tender as in clause 1.6 above
- (iv) Proforma in quadruplicate duly filled in
- (v) Name and address of the bankers and a certificate from the bankers as to the financial standing of the Tenderer.
- (vi) The address of the organisation/firms to whom such Fire extinguisher have been supplied by the tenderer should also be furnished for reference.
- (vii) The Tenderer should state if he has a valid rate Contract with D.G.S.& D. If so, a copy of the valid Rate Contract shall be enclosed with the Tender.
- (viii) Authorisation of Manufacturing Company shall be furnished alongwith tender in case the firm is a Authorised Dealer.

4.2. Tenders should be accompanied with Earnest Money, copy of up to date V.A.T. clearance certificate in form V.A.T.-612 as per Finance Department O.M.No.3202(230)/F., dated 15.1.2009. **The foreign Companies/bidders from outside the State who intend to participate in the tender and who have not been registered under the V.A.T. Act as they have not started any business in the State as yet, may be allowed to participate in the tender without having any V.A.T. clearance certificates subject to condition that they should submit undertakings in the form of an affidavit indicating therein that they are not registered under the V.A.T. Act as they have not started any business in the State and they have no liability under the Act.** The outside state firm may supply the goods through billing by their branch office/ sales Deptt. of the manufacturer in side the state in order to protect states consumption base for taxation, as per Finance Department Order No. 48317 (230)/F, dt.23.11.2010 & Office Memorandum No. 13290/F.,dated 02.04.2013.

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4.3. Tenderer must also submit with the Tender, a piece of testimonials with regard to their experience and satisfy the authorities calling for tenders on the following points.

(i) His position as the properly accredited agent representative of the responsible firm in proof of which he must produce the requisite registered power of attorney and/or the express authority of the same firm to act as its agent/representative.

5. NON-SUBMISSION OF DOCUMENTS/PARTICULARS

5.1 Tenders not having full particulars/not complying with any or some or all the requirements as mentioned in clause 1 to 1.8.4 and 4 to 4.3 above shall be considered liable for summarily rejection.

5.2. Any tender containing false information/particulars shall be liable to be rejected and tenderers found guilty of furnishing false information/particulars shall be debarred from any future dealing with the Director.

6. CANVASSING

Canvassing in any form is strictly prohibited and the tender(s) submitted by the tenderer(s) who resort to canvassing will be liable to rejection.

7. CONTRACT DOCUMENTS

The Tender Notice, Invitation to Tender, Instructions to Tenderers, Conditions of Contract, Tender Form, The Tender Schedule Pro forma, Annexure and the covering letter, if any, shall form the Tender and the letter of acceptance awarding contract shall form the contract.

8. POWER OF EXEMPTION

Observance of the above instructions and stipulations and conditions contained herein on the part of the Tenderer is strictly obligatory. But the DIRECTOR may, however, in any exceptional cases exempt particular tenderer from observing one or more of the instructions and stipulations on the recommendation of the Purchase Committee.

CONDITIONS OF CONTRACT

1. PERFORMANCE GUARANTEE

The Tenderer whose tender is accepted (Hereinafter referred to as the "SUPPLIER") Shall within 3 (three) days from the date of receipt of letter of intent execute agreement with security deposit amounting to 10% cost of fire extinguishers in shape of Postal Savings Bank Pass Book/ P.O.T.D./ N.S.Cs. duly pledging in favour of Director, Printing, Stationery & Publication Odisha, Cuttack./ Deposit receipt of any Scheduled Bank in the name of the Director, Printing, Stationery & Publication, Odisha, Cuttack/ Bank Guarantee from any nationalized bank.

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1.1. The DIRECTOR shall have the right to attach the entire security deposit or such portion thereof as may be considered adequate by the DIRECTOR for any breach or breaches of the terms and conditions of the contract by the SUPPLIER.

2. QUANTITY AND SPECIFICATION

All Fire extinguisher supplied shall be of such make, strength, quality, finish, size, shape, weight and all other particulars as offered and as approved by the DIRECTOR.

2.1 The contract may be awarded to L-1 bidder with special consideration given to the quality of the products.

3. QUANTITY

The number of Fire extinguisher specified in the tender schedule annexed thereto constitutes the total number which is estimated by the DIRECTOR will be required by the Government of Odisha for use during the period ending 31.3.2017 but should it transpire that the number of Fire extinguisher tendered for as mentioned above is in excess of or insufficient for the requirements of Government during such period as aforesaid (As to which this fact, the decision in writing of the DIRECTOR shall be final and conclusive against the SUPPLIER), then the DIRECTOR shall be at liberty, as the case may be either to intimate to the SUPPLIER by writing or writings from time to time under his hand that certain of the Fire extinguisher contracted to be supplied will not be required by Government in which case the SUPPLIER shall retain and the DIRECTOR shall be under no liberty to purchase the same or to intimate to the SUPPLIER in the like matter as aforesaid that certain additional Fire extinguisher are required in which case the SUPPLIER shall cause the same to be delivered to the DIRECTOR at the same rates and otherwise in all respects in accordance with the terms hereof as though such additional Fire extinguisher have been included in the said tender such duly hereto annexed and in the event of the supplier being called upon either to reduce or increase the delivery of the Fire extinguisher specified in the tender schedule hereto annexed in manner mentioned above, in neither of such cases shall be entitled to compensation on any ground whatsoever.

4. PACKING

The Fire extinguisher shall be securely packed so that it is not damaged until it is installed in the premises selected by the DIRECTOR.

4.1. If the packing is such that the Fire extinguisher got damaged during transit or until installation, the SUPPLIER shall be liable to replace the Fire extinguisher so damaged within such period that the DIRECTOR may consider reasonable. In such a case of replacement, the SUPPLIER shall be entitled to the claim if any paid by the issuing Agency to the DIRECTOR, only in respect of the Fire extinguisher so replaced less the insurance premium, if any, paid by the DIRECTOR.

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5. DELIVERY

Period of delivery is essence of the contract. Fire extinguisher are required to be installed within 7 days of placement of orders.

5.1. The SUPPLIER shall, at once on bearing of the machineries with Road Transport Agency inform the consignee, as may be stated in Supply Order, by telegram that the Fire extinguisher have been despatched and immediately send the clean L.Rs.(Lorry Receipts) to the Consignee by Registered Post. Should there be any delay in taking delivery of the Fire extinguisher at the destination due to delayed receipt of the L.R. and demurrage or other additional expenses are incurred by the Consignee, the SUPPLIER shall be responsible for such demurrage and additional expenses. The SUPPLIER immediately on demand by the Consignee reimburse the amount of demurrage and additional expenses paid by the Consignee failing which it will be recovered from his Bill/Security Deposit or other legal methods.

5.1.1. The Lorry Receipts should clearly indicate the Consignee as that mentioned in the supply order issued by DIRECTOR.

6. INSURANCE

6.1. All Fire extinguisher despatched to the consignee as stipulated in clause 5.1 above by the SUPPLIER who is manufacturer of the Fire extinguisher in India shall be commensively insured for all risks including war and S.R.C.C.(Ship &Road consignment copy) up to the godown of the Consignee at the SUPPLIER'S EXPENSES FAILING WHICH HE SHOULD BE LIABLE FOR LOSSES AND DAMAGES.

7. PAYMENT

Without prejudice to the right of the DIRECTOR to claim damages and/or losses and expenses under these terms and conditions payment for supplies shall be made as follows.

7.1. 100% payment would be made within 61 days from the date of successful commissioning of the Fire extinguisher.

8. INSTALLATION AND DEMONSTRATION

8.1.The SUPPLIER shall install the Fire extinguisher and give flawless trial running in such premises (As may be indicated by the DIRECTOR) under his supervision. Only the unskilled and semi-skilled labourers that may be required for the installation and flawless trial running will be provided by the DIRECTOR.

8.2. Immediately on proper and satisfactory installation and flawless trial running (As to which this fact the decision in writing of the DIRECTOR shall be final and conclusive against

the SUPPLIER) the DIRECTOR or an office/officers authorised by him shall issue a Certificate of completion stating the satisfactory installation and trial running of the Fire extinguisher supplied by the SUPPLIER.

9. GUARANTEE

9.1. All Fire extinguishers and attachments delivered to the DIRECTOR and installed at his premises by the SUPPLIER shall be of genuine make and brand as contracted and free of all defects and faults and of the best materials, quality manufacture and workmanship throughout consistent with established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawings or descriptions, if any, and shall if operable operate properly.

9.2. The SUPPLIER shall guarantee that the said Fire extinguisher would continue to conform to the descriptions and quality as aforesaid, for a period of not less than 2 years after the issue of the certificate of completion as in clause-8.2 above and this guaranty shall survive notwithstanding the fact that the Fire extinguisher may have been inspected, accepted and payment thereof made by the DIRECTOR or any officer authorised by him.

9.3. If during the aforesaid period, the said Fire extinguisher be discovered not to conform to the description and quality as aforesaid or have deteriorated otherwise than by fair wear and tear (As to which this fact the decision of the DIRECTOR shall be final and conclusive against the SUPPLIER) then the SUPPLIER, on being intimated by the DIRECTOR, in this regard shall put Fire extinguisher in order free of cost at the ultimate destination within a period of one month from the date of such intimation failing which the DIRECTOR will be entitled to reject the said Fire extinguisher as may be discovered not to conform to the said description and quality. On such rejection the Fire extinguisher will be at the SUPPLIER's risk. If the supplier so desired, the reject Fire extinguisher may be taken over by him or his agents and removed from the premises of the DIRECTOR or disposal in such manner as he may deem fit within two months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the DIRECTOR in respect of the said fire extinguishers, which may be disposed of by the DIRECTOR in such manner as he thinks fit.

10. ANNUAL MAINTENANCE CONTRACT(A.M.C.)

The Manufacturer/Supplier shall furnish the facilities available with them(Regional/Local offices if any) to attend immediate call as and when required in case the Fire extinguisher supplied by them yield any kind of defects. The Manufacturer/Supplier shall further quote the rate of A.M.C. charges positively which is applicable only after the expiry of guaranty period.

11. DEFAULT

Should the MANUFACTURER/SUPPLIER fail to deliver the Fire extinguisher by the time or times agreed upon or should the MANUFACTURER/SUPPLIER in any manner or otherwise fail to perform the contract or should a receiver be appointed on its assets or make or

enter into any agreements or composition with creditors or suspend payments or is declared bankrupt (or being a company should enter into liquidation either compulsory or voluntary) the DIRECTOR shall be entitled—

(i) to purchase from other sources on such terms and in such manner as he deems appropriate, without notice to the SUPPLIER, at the risk and on account of the SUPPLIER, the Fire extinguisher not delivered (where the Fire extinguisher actually complying with the particulars are not in the opinion of the DIRECTOR, readily procurable, such opinion being final) without cancelling the contract in respect of the consignment of such Fire extinguisher as are not yet due for delivery;

(ii) to declare the contract as at an end at the risk and cost of the SUPPLIER in every way. In such a case the SUPPLIER shall be liable for liquidated damage in terms of clause-5.1 hereinabove for delay mentioned above and for any expenses, damages or losses which the DIRECTOR may incur, sustain or be put to any reason of or in connection with SUPPLIER default.

12. TRANSFER AND SUBLETTING

The Manufacturer/Supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof either directly or indirectly without the written permission of the Director.

13. WAIVER

Failure to enforce any terms and conditions shall not operate as a Waiver of the terms and conditions itself or for subsequent breach thereof.

14. LIABILITY OF THE AGENT

The authorized agent of the Supplier or any body acting on behalf of or representing such agent shall be responsible in every way as the Supplier under these terms and condition.

15. REALISATION OF DUES PAYABLE

Whenever any other dues payable to Government of Odisha is recoverable from the payable by the Supplier, the Director shall be entitled to recover such sum by appropriating in part or whole the security deposit, deposited by the Supplier. Should the security be not sufficient to cover the full amount so due to Government the balance shall be deducted from any sum then due or which at any time may become due to Supplier under this or which at any time may become due to the Supplier under this or any other contract with Director.

16. LAWS GOVERNING CONTRACT AND JURISDICTION OF COURTS.

Notwithstanding anything contained in any statute, rules, orders convenient or agreements etc. the contract shall be construed according to the subject to the laws of India and jurisdiction of the Courts at Cuttack in the State of Odisha of the Union of India.

17. AMENDMENT OF THE CONTRACT

The rates accepted shall remain valid during the contract period and shall not be revision for any reason whatsoever. Any alteration or modification of the terms of this contract shall be effective only when a formal amendment has been signed by both the Supplier and Director. The behaviors of the parties to the contract shall not be construed to amend these terms and conditions or create a new contract.

18. RESPONSIBILITY

The Supplier or his authorized agent on his behalf and the Directors shall be responsible for the performance of their respective obligations under this contract. No change in the individuals of a firm shall affect the liability of the persons who may sign the tender but any such change shall be forthwith intimated by the Supplier to the Director for his information.

All purchases shall be guided by the Finance Department Circular **No.4939/F., dated 13.2.2012** alongwith other Government orders issued from time to time.

19. LEGAL ADDRESS

19.1. The legal address of the Director shall be as follows:-

Director, Printing, Stationery & Publication, Odisha, Cuttack-753010, Fax No.2344259 & Phone No.0671-2344410.

19.2. The legal address of the Supplier shall be the address for correspondence as indicated by him or his authorised agent in the tender documents.

20. DELIVERY AND CORRESPONDENCE

Any notice requiring to be given to or served upon, the Supplier under any of the provisions hereof shall be deemed to be sufficiently served if handed over to him or when the contract is to be performed by two or more persons as partners of all or any of such partners or addressed to the Supplier or to all or any such partners aforesaid and left at or placed in the post or sent by Fax, Telegram to the usual or last known place or abode of the Supplier or all or by such partners aforesaid. All other correspondences sent as above shall also constitute valid and sufficient information to the Supplier.

21. VALIDITY OF THE CONTRACT

Subject to the provisions herein contained, the contract shall remain valid until the liabilities and obligations of the Supplier under these terms and conditions stand completely satisfied and discharged.

Director has the right in exceptional circumstances to relax any or more conditions in public interest.

Sd/- Dr S.Sarangi
Director,
Printing, Stationery & Publication,
Odisha, Madhupatna, Cuttack.

or retirement of any partner or by the admission of a new partner or member (this clause shall apply whether tenderer is a firm/association or syndicate).

5. I/we hereby certify that I am/we are real manufacturers/stockiest/authorized agents of the overseas suppliers and my/our financial position is quite sound to fulfill the contract.

6. I/we hereby declare that this Tender and your acceptance to be communicated by you to me/us by registered letter or letter delivered by hand or special messenger or by shall constitute a valid and binding contract between us.

In presence of :

1. Signature of Witness

Full Signature of the Tenderer

Address.....

Seal of Tenderer

.....

.....

Telephone No.....

Fax

2. Signature of Witness

Address.....

Telephone No.....

.....

Fax.....

.....

ANNEXURE II

The tenderer to please indicate in detail in case of each item the make, model, size, the working system of the equipments, the Fire extinguisher, chemicals etc. required for its functioning. The rates of spares and chemicals SPECIALLY required shall be mentioned. The tenderer should also indicate if they can supply these special type of materials in future if ordered for. Enclose information brochure (Attach additional sheets if necessary).

ANNEXURE III

The tenderer to please state in detail each necessary attachment cost of which has been included by him against the rate of Fire extinguisher in the Tender schedule. All inclusive price as per terms of delivery installation etc. except V.A.T. (if applicable) may please be indicated against each. The authority reserves the right not to purchase the accessories and attachments as in their opinion may not be necessary and in determining the rate of payment the price quoted against each accessories and attachment will be deducted from the rate quoted in the tender schedule against the particular of Fire extinguisher to which the accessories and attachments relate (Attach Additional Sheets if necessary).

STATEMENT OF INFORMATION

1. Name and address of the firm:-
2. Whether a Limited Firm or a Public or Private Undertaking Limited Company.
3. (a) The names and addresses of Prop./Partner/ Managing Director/Manager/Authorised representative.
(b) Is the place of business of the tenderer within the State of Odisha ?
4. Financial condition of the firm whether solvent or not, with details thereof.
5. (a) Whether a Manufacturer or an Authorised Distributor.
(b) If a Distributor, name and address of the Manufacturer.
6. Varieties of articles dealt with and names of the items.
7. Is it a Small Scale Industry or Government Sponsored Cottage Industry ?
8. Is it a Registered Firm under the Partnership Act? If so, Registration No. and date and office of registration should be given.
9. Are you a Registered Dealer and if so, please quote both VAT and Central Sales Tax(CST) Registration Nos.
10. Name of the authorised representative who can hold discussion on your behalf at the time of necessity.
11. The names of the Prop./Partners / Managing Director/Authorised representative with address or addresses as the case may be who is authorised to receive money in case of an endorsed bill on behalf of the Firm from Government Presses and their specimen signature in quadruplicate for each.
12. Are you an Income Tax Assessee? If so, the last Income Tax clearance Certificate to be furnished.

CERTIFICATE-- Certified that the above information furnished by me is true and correct to the best of our/my knowledge and belief. In case any or all the information's given above is/are found to be incorrect at any time, I undertake the liability to be proceeded with in any manner. Any change or changes in regard to the furnished information will be intimated by us/me as and when such changes occur.

Signature of the Prop./Partner
Managing Director/Authorised representative.

**SHORT TENDER NOTICE NO.15/FOR PROCUREMENT OF
THREE TYPES OF FIRE EXTINGUISHER FOR THE YEAR,2016-17.**

SL No	Description	Approximate Quantity for P.P. Unit	Approximate Quantity for Forms Unit	Unit for which rate shall be offered	Rate	Remarks
1	Water Co2(Stored pressure) Type 9 ltr. Capacity Fire Extinguisher, Design, construction and testing as per IS 15683 with Fire rating 3A, Body hydro tested at 35 bar, Operating temperature +5 degree C to +55 degree C, Internal and external epoxy powder coating with PO Red Shade No.538 of IS 5, Supplied with standard accessories.	P.P. -44 nos. S.B. -04 nos. Press	22 nos.	No.		
2.	ABC Dry Powder (Stored Pressure) 6 kg. capacity type Fire Extinguisher, pressurized with dry nitrogen gas at 15 bar. Design, construction and testing as per IS 15683 with Fire rating 3A 21B, Body Hydrottested at 35 bar, Operating temperature -30 degree C to + 55 degree C, external epoxy powder coating with PO Red Shade No.538 of IS 5, Supplied with standard accessories.	P.P. -12 nos. S.B. -08 nos. Press	04 nos.	No.		
3	4.5 kg. CO2 (Wheel) Type Fire extinguisher, Design, construction and testing as per IS 15683 with fire rating 21B. operating temperature -30 degree C to + 55 degree C, supplied with body bearing IS 7285 mark and approved by CC oE tested at 250 kgf/cm2., fitted with ISI marked & CCoE approved valve as per IS 3224. CO2 Gas as per IS:15222. Externally painted with PO Red Shade No.538 of IS 5, Supplied with standard accessories.	P.P. -13 nos. S.B. -12 nos. Press	12 nos.	No.		