



Bhubaneswar Smart City Limited

Block-1, 5th Floor, BMC- Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007

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No: 2048 / BSCL / 22/20

Date: 14/9/2020

Short Quotation Call Notice (SQCN) for Supply of Hand Gloves, sanitizers and face masks

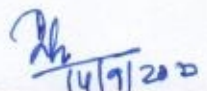
M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed in quotations from the registered Agencies/ Stockiest/ Dealers/ Wholesalers/ Retailers/ Suppliers/ Vendors/ and intending Individuals for supply of 250 Nos. of Sanitizers of (250 MI), Hand Gloves (500 pairs) and Face masks 1250 (One thousand two hundred and fifty numbers). The details Terms of Reference (ToR) are available in the website of www.smartcitybhubaneswar.gov.in, and can be downloaded for use. Interested parties may submit their proposal super-scribing as **"Quotation Call Notice for Supply of Sanitizers, Face masks and Gloves for Safai Karmmaharis"** with advertisement number & date to the General Manager (Admin), Bhubaneswar Smart City Limited through Speed post / Registered Post / Courier services only so as to reach on or before 2.00 pm of 21.09.2020 positively and the same will be opened at 4.30 P.M of the same date. The authority reserves the right to reject any or all the tender without assigning any reason thereof.


14/9/2020
General Manager (Administration)
Bhubaneswar Smart City Limited

Memo No. 2049 /BSCL/22/2020

Date: 14/9/2020

Copy to the BSCL Notice Board for information.


14/9/2020
General Manager (Administration)
Bhubaneswar Smart City Limited

Disclaimer

The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of BSCL, or any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Bid Document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid Document and any assessment, assumption, statement or

information contained therein or deemed to form part of this Bid Document or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Bid Document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid Document. The issue of this Bid Document does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Instruction to Bidder

1. Sale of Bid Document:

The prospective bidders may download the complete set of the Bid Document directly from the websites at www.smartcitybhubaneswar.gov.in and submit the same to Bhubaneswar Smart City Limited with sign & seal on each and every page along with the cost of tender paper for Rs.224.00 (Rupees Two Hundred twenty four) only inclusive of GST in shape of crossed Demand Draft (non-refundable) drawn on any nationalized bank in favour of “Chief Executive Officer, Bhubaneswar Smart City Limited”, payable at Bhubaneswar. The cost of the tender paper & EMD should be submitted separately in separate demand drafts & No exemption will be given to the firms who has registered under exemption scheme of Central Govt. or State Govt. regarding EMD & Tender paper cost. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from website or the office of the BSCL before last date of submission of the tender document. BSCL shall have no responsibility for any delay / omission on part of the bidder. The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

2. Bid Security:

The bidder shall furnish Earnest Money Deposit (EMD) of Rs.2,500.00 (Two Thousand Five Hundred) only in the shape of Bank Draft in favour of “Chief Executive Officer, Bhubaneswar Smart City Limited”, payable at Bhubaneswar. Any bid not secured with bid security will be rejected. The above bid security will be forfeited if a bidder (i) withdraws its bid during the period of bid validity or (ii) fails to perform the contractual obligations as per the purchase Order. The EMD of the unsuccessful bidders will be returned within 120 (One Hundred Twenty) days of Bid Due date without any interest. The EMD of Selected bidder is to be returned on furnishing of Performance Security Deposit without any interest.

3. Performance Security Deposit:

Five (05) percentage of the order value in shape of Bank Draft from any Nationalized Bank in favour of Chief Executive Officer, Bhubaneswar Smart City Limited is to be furnished within 07 (Seven) days from the date of issue of purchase order along with order confirmation failing which it shall be presumed that the successful bidder is not interested in supply and BSCL

reserves the right to cancel the Purchase Order forfeiting the EMD. If after depositing the Security Deposit, the successful bidder fails to supply the materials within the scheduled time, the Purchase Order shall be liable for cancellation forfeiting the Security Deposit. The performance security for the successful bidder is to be returned within 1 (one) month of the supply of the entire purchase order.

4. Eligibility Criteria:

A Bidder can be a (i) company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act, or (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India (vi) a sole proprietorship firm.

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

- Proof of registration of Bidders entity such as registration certificate, partnership deed, Trade license, LLP registration certificate, Society registration certificate etc.
- Self-attested copy of PAN
- Self-attested copy of GST certificate
- Self-attested copy of Income Tax Clearance Certificate (FY-2018-19)
- MSME Registration Certificate if any
- Required EMD & Tender paper cost as per rate.
- The bidder must confirm to supply as per specification at Annexure-I
- The bidder must confirm to submit the sample of Sanitizer, Face mask and hand gloves for approval before issuance of purchase order as per Annexure-I
- Undertaking that the firm is not blacklisted anywhere as per Annexure-II
- Rate should be quoted as per Annexure-III along with make.6
- Checklist as per Annexure-IV

5. Submission of Bid:

The bid shall be submitted in sealed envelope containing signed Bid Document and all other documents as per Eligibility Criteria mentioned above and super-scribing “Quotation Call

Notice for Supply of Sanitizers, Face mask and hand gloves ”with advertisement number & date to the General Manager (Admin), Bhubaneswar Smart City Limited, Block-1, 5th Floor, BMC-Bhawani Mall, Saheed Nagar, Bhubaneswar-751007 through Speed post / Registered Post / Courier services only which should reach on or before 1.00 pm of 12/09//2020 positively and the same will be opened at 4.30 P.M of the same date. The authority will not be held responsible for any postal delay.

The bidder shall bear all costs associated with the preparation & submission of the bid & the BSCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

BSCL may at its discretion extend the due date for submission of bids by amending the bidding document. Bid/ Proposal incomplete in any respect viz non-submission of any required document or information or requisite fee is liable for rejection.

There shall be no over-writing in the bid document and other papers submitted. All the additions, alterations, deletions and cuttings should be initiated with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.

6. Validity of Bid:

The Bid shall remain valid for 60 (Sixty) days from the date of Bid opening. A bid valid for a shorter period may be rejected as non-responsive.

7. BSCLs Right:

BSCL reserves the right to increase or decrease the quantity of items and also reserve the right to split the required quantity in two phases at the time of placement of order.

BSCL has all the rights to cancel the Bid process at any time or to reject any Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

General Terms and Conditions

1. Acceptance of Order:

The firm or whomsoever order shall be placed, shall give unequivocal acceptance of the purchase order within 7 (Seven) days of receipt of the same.

2. Verification and Replacement:

In case of receipt of the order BSCL shall verify the products are in good condition (no spilling, no broken seal, no wear and tear of the product). In case it is found that the order received is not in a good condition as mentioned above it shall be replaced immediately within 1 (One) day of notification.

3. Penalty:

Penalty @ 0.5% (Zero Point Five Percent) on the delayed period on the value of the order not supplied, per week subject to maximum of 5 (Five) % (percentage) shall be imposed for the quantities not supplied within the delivery period.

4. Rejection:

Substitution, changes or delays shall not be accepted unless confirmed by BSCL in writing. Rejected materials, if any, shall have to be collected from our office within one week after receipt of intimation failing which the materials shall be deemed as unclaimed property and no claim shall be entertained by BSCL. But prior to taking back the rejected materials, free replacement shall have to be made.

5. Delivery:

Delivery should be within 7 (seven) days from the issue of purchase order. In case the orders are not supplied within the delivery period, BSCL reserve the right to cancel the order forfeiting SD/EMD and with no liability to BSCL.

6. Inspection:

Materials shall be inspected by the authorised official at BSCL office at Bhubaneswar.

7. Price:

The rates should be preferably quoted on FOR price to BSCL excluding GST but inclusive of packing, forwarding etc and any other statutory charges.

8. GST:

GST as applicable shall be paid extra on and above the Purchase order amount.

9. Payment:

Payment shall be released within 30 (Thirty) days after receipt of Tax Invoices in triplicate & verification of materials by BSCL.

10. Selection of Bidder:

The Bidder who quotes the lowest Grand total price of all items (Exclusive of GST) as per the Annexure-III shall be declared as Selected Bidder. The quote shall be inclusive of packaging, transportation, all the other costs and exclusive of GST..

Any effort by a bidder to influence the purchaser in its decision on bid evaluation or placement of purchase order may result in rejection of the bidder's offer.

11. Price variation clause:

During the bid validity period, if the bidder found selling the same items to any other department/Organization at a price lower than the price fixed for BSCL the bidder must voluntarily pass on the price difference to BSCL with immediate effect.

12. Indemnity:

The selected bidder shall indemnify BSCL against all third-party claims of infringement of patent, trademark/copy right or industrial design rights arising from the use of the supplied items and related services or any part thereof. BSCL stands indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

13. Termination for Default:

Default is said to have occurred if the bidder fails to deliver any or all of the services within the time period (s) specified in the purchase order or any extension thereof granted by BSCL.

14. Limitation of Liability:

The Selected bidder maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total contract/purchase price.

15. Resolution of Disputes

All legal disputes are subject to the jurisdiction of Bhubaneswar court only. Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in Bhubaneswar and may upon agreement between the Parties be submitted for arbitration. The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

16. Confidentiality:

The information communicated by BSCL in connection with the subject matter, shall be received in strict confidence by the selected bidder and will be used only for purposes of this Agreement, and that no such information will be disclosed by the selected bidder, its agents, contractors or employees without the prior written consent of BSCL, to any third party or person. The selected bidder further agrees to use the same measures and level of protection it uses to protect its own confidential information, but in any event not less than reasonable measures, to prevent the disclosure of such information to any outside third party or person. None of the terms and conditions of shall be communicated to or discussed by a Party with any third party without the consent of the other Party.

17. Waiver:

No failure or election by either Party to enforce any right hereunder shall be deemed a waiver.

18. Assignment:

The selected vendor shall not assign any of its rights or obligations as mentioned herein any attempted assignment or transfer shall be void.

Annexure: I

Sl. No	Description/Specification	Unit	Quantity	Remarks
1	Sanitizer with 80% alcohol base ,250 ml	1Nos	250	
2	Face Masks (cotton mask)	5Nos	1250	
3	Hand Gloves (Nitrile gloves)	2Nos	500	

Product Specification

I / We _____ do hereby declare that I / we will supply the as per the terms, conditions & specifications of the Bid Document. Also, I/ We confirm that I/ We will submit the sample of Sanitizer, Face Mask, Hand Gloves for approval before issuance of purchase order.

Signature of the bidder
With Name and Seal of the
Firm

Annexure: II

**(To be submitted in Bid Proposal)
UNDERTAKING / DECLARATION
FORM**

I/ We_____ having my our office at

_____do declare that I / We have carefully read all the terms & conditions and will abide by all Terms & Conditions set forth in the Bid Document.

Also, I/We do hereby declare that I/We have not been de-recognized / blacklisted by any State Govt. / Union Territory / Govt. of India / Govt. Organization for supply of Not of Standard Quality items / non-supply.

Signature of the bidder
With Name and Seal of the Firm

Annexure: III

To

General Manager(Administration)
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

Sub: Price Proposal for “Quotation Call Notice for Supply Sanitizers, Face masks and Gloves for Safai Karmmaharis”

Sl.No	Description/Specification	Unit	Quantity	Rate/ Unit in Rs.	Amount in Rs.
A	B	C	D	E	G = D * E
1	Sanitizer with 80% alcohol base	1Nos	250		
2	Face Masks (Cotton)	5Nos	1250		
3	Hand Gloves (Nitrile gloves)	2Nos	500		
Grand Total of all the items (1+2+3)					Rs.....(in words Rs.....)

Note: All the above amount mentioned above is exclusive of GST

Signature of the bidder
With Name and Seal of
the Firm

Annexure: IV

Checklist

S. No	Information Desired	Information Furnished	Remarks
1	Name of the Bidder		
2	Address of the Bidder		
3	Contact No. & E-mail address of the Bidder		
4	Self-attested copy of PAN		
5	Self-attested copy of GST		
6	Self-attested copy of IT return		
7	Required Tender Paper Cost of Rs.224/- in shape of DD		DD No: Date: Bank Name:
8	Required EMD of Rs.2500/- in shape of DD		DD No: Date: Bank Name:
9	Seal and signed Annexure-I		
10	Seal and signed Annexure-II		
11	Seal and signed Annexure-III		

Signature of the bidder
With Name and Seal of
the Firm