



Bhubaneswar Municipal Corporation

Notice No- **45634**

Dt: **08/11/2024**

File No: **BMC/Procurement and Store/06-2024/2024/7**

REQUEST FOR PROPOSAL FOR

SELECTION OF AN AGENCY TO SUPPLY TONER, CARTRIDGES, AND IMAGING UNITS FOR PRINTERS TO BHUBANESWAR MUNICIPAL CORPORATION (BMC)

Bhubaneswar Municipal Corporation (BMC) invites proposals from reputed Agencies for Supply & Maintenance of Toner, Cartridges, and Imaging Units for Printers to Bhubaneswar Municipal Corporation (BMC). The detailed Request for Proposal (RFP) document can be downloaded from BMC website: **www.bmc.gov.in** and from **05.00 PM of 11.11.2024 to 03.00 PM of 26.11.2024**. The last date of receipt of technical and financial bids is **26.11.2024 till 3.00 PM** and technical bid would be opened on **26.11.2024 at 4.00 P.M.** The **Pre-bid meeting** is scheduled on **16.11.2024 at 04.00 P.M.** in the Conference Hall at BMC Office. Further details can be seen from the e-Procurement portal **www.tendersodisha.gov.in** **<https://www.tendersodisha.gov.in>**. Any addendum/corrigendum/cancellation of tender can also be seen in the said website.

BMC reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BMC reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 45635 / Dt. 08/11/2024

Copy forwarded to the Director, Information & Public Relation Deptt. Odisha, Bhubaneswar/**Asst. Commissioner (PR & Communication), BMC** with a request to get it published in One English Newspaper in addition to Two leading Oriya Daily Newspapers on or before **10/11/2024** for wide circulation. The enclosed complimentary copy of the Newspapers connecting to the tender Call Notice may be sent to this office for reference & record. The cost of Advertisement will be borne by our office.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 45636 / Dt. 08/11/2024

Copy submitted to PA to Hon'ble Mayor / PA to Commissioner for kind information of Hon'ble Mayor and Commissioner, BMC.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC)

Memo No. 45637/ Dt. 08/11/2024

Copy submitted to PA to Additional Commissioner/ PA to Chief Finance Officer/PA to Zonal Commissioner (Procurement) for kind information of ADC,CFO & Zonal Commissioner.

Sd/-

Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 45638/Dt. 08/11/2024

Copy to DC (IT),BMC for information and requested to upload in the BMC website.

Sd/-

Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 45639/ Dt. 08/11/2024

Copy to Office Notice Board for Publication.

Sd/-

Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation



RFP No. 45634

Date:08/11/2024

**REQUEST FOR PROPOSAL
FOR
SELECTION OF AN AGENCY TO SUPPLY TONER, CARTRIDGES, AND IMAGING UNITS FOR
PRINTERS TO BHUBANESWAR MUNICIPAL CORPORATION (BMC)**

TENDER ID: 2024_ORULB_106720

BHUBANESWAR MUNICIPAL CORPORATION
ICOMC Tower, Unit-IX
Janpath, Bhubaneswar
Website- bmc.gov.in

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP 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 Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 Bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 or arising from reliance of any Bidder upon the statements contained in this RFP.

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 RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder 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 will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC)

DATA SHEET

Sl.No	Particulars	Details
1.	Name of the Authority	Executive Engineer (Central Tender Cell) Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
2.	Method of Selection	Least Cost (L1) Basis
3.	Mode	Through E-Tender www.tendersodisha.gov.in .
4.	Proposal Validity	180 Days
5.	Publication of RFP	11/11/2024, 5:00 PM
6.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	Pre-bid queries shall be sent by 15/11/2024 by 6 PM to ppubmc@gmail.com
7.	Pre-bid meeting	The pre-bid meeting shall be held on 16/11/2024 at 04:00 PM at Conference Hall, 4 th Floor, Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
8.	Proposal Due Date	26/11/2024 ,3:00 PM
9.	Date of opening of Technical Proposal	26/11/2024 ,4:00 PM
10.	Date of Technical Presentation	To be intimated later
11.	Date of opening of Financial Proposal	To be intimated later
12.	Bid Processing Fee (Non-Refundable)	Rs. 7,080/- (Seven thousand eighty rupees only including GST through online mode
13.	Earnest Money Deposit (EMD)	Rs.40,000/- (Forty Thousand rupees only/- through online mode
14.	Performance Bank Guarantee (PBG)	3 % of the contract agreement amount
15.	Contact Person	The Executive Engineer (Central Tender Cell) Bhubaneswar Municipal Corporation
16.	Place of Opening of Proposal:	Venue: Conference Hall, Bhubaneswar Municipal Corporation, ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha,

1. RFP can be downloaded from www.tendersodisha.gov.in.
2. Subsequent corrigendum, if required, shall appear in this website or BMC website

ABBREVIATIONS:

BMC	Bhubaneswar Municipal Corporation
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
PAN	Permanent Account Number
GSTIN	GST Identification Number
JV	Joint Venture
LOA	Letter of Award
RFP	Request for Proposal

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC).

1. Bhubaneswar Municipal Corporation (BMC), (the “**Authority**”) invites proposal from reputed agencies for providing services relating to **Selection of an Agency to Supply Toner, Cartridges, and Imaging Units for Printers to Bhubaneswar Municipal Corporation (BMC)**.
2. Bidder shall be selected on **Least Cost (L1) basis**.
3. This is an e-tendering process by Bhubaneswar Municipal Corporation (BMC). The proposal must be submitted through online only. In online mode, the electronic files are to be uploaded on the tender Portal www.tendersodisha.gov.in.
4. The proposal should be submitted in two parts as follows:
 - Part 1: Technical Proposal
 - Part 2: Financial ProposalEvaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The total time period of the assignment will be for 1 Years. The contract is extendable for another one (1) year depending upon the performance of the Agency and as per the approval of the Authority.
6. Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Point 1 of RFP). The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Agencies whose bids are found responsive will be opened. The Financial Proposal has to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Client may reject the Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach) among the qualifying Agencies.
7. The Agency must possess compatible Digital Signature Certificate (DSC).The online bidding procedure is indicated in the Section-7 of the RFP document.
8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non-refundable** amount of **Rs. Rs. 7,080/- (Seven thousand eighty rupees only)** towards **Bid Processing Fee** and **Rs.40,000/- (Forty Thousand rupees only)** towards **Bid Security/ EMD** in the form as prescribed in the RFP failing which the bid will be rejected.
9. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:

- a) Letter of Invitation [**Section – 1**]
 - b) Information to the Bidder [**Section – 2**]
 - c) Terms of Reference [**Section – 3**]
 - d) Technical Proposal Submission Forms [**Section – 4**]
 - e) Financial Proposal Submission Forms [**Section –5**]
 - f) Bid Submission Checklist [**Section –6**]
 - g) Procedure under e-Tendering [**Section-7**]
 - h) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format provided**]
11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd-
Executive Engineer (Central Tender Cell)
On behalf of Commissioner
Bhubaneswar Municipal Corporation

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

SI No.	Description	Supporting Document
1	The bidder should be a legal entity such as Company/Private Limited/Limited Company/Proprietorship Firm/ Partnership Firm/ Original Equipment Manufacturer (OEM) /Authorized Dealer/ registered under relevant act(s)/ rules in India. (Copies of Incorporation/Registration certificate to be enclosed). Note: In the case of OEM, the Partner must submit a tender-specific ink-signed Authorized Certificate from the OEM.	Documentary evidence shall have to be submitted along with the Proposal.
2	The bidder must have successfully supplied Cartridge Toner, Image unit or similar products in at least two (2) projects over the past five years in India. The total combined value of the supplied materials should exceed Rs.30 lakhs . The projects must involve the supply of items that are either similar to or higher rated than those specified in the technical specifications. These supplies should have been made to any Central or State Government bodies/Urban Local Bodies (ULBs)/Municipalities/Private companies/Private organizations/Institutions, or Public Sector Undertakings (PSUs) in last 5 (five) years of prior to the issuance of this RFP.	Copy of Work orders/Agreement along with the completion certificate/CA Certificate as per Form TECH-5 . Or (Bills, purchase orders, payment orders, work order, completion certificate or any other relevant documents).
3	The Agency should have an office in Bhubaneswar	supporting documents as proof.
4	The bidder should have minimum annual average turnover of Rs 40 Lakhs during the last 03 (three) Financial Years i.e. FY 2021-22, FY 2022-23 and FY 2023-24 (Turnover certificate duly certified by CA and copies of ITR, Balance Sheet and Profit & Loss Account Statement to be submitted).	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
5	The organisation shall be profit making in last three (03) Financial Years 2021-22, FY 2022-23 and FY 2023-24	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3

6	Bidder must not have been barred or blacklisted by the Gol, any state government, or any of its organisations from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-7 on stamp paper of appropriate value.
7	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 13 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-6
8	In the event that an Original Equipment Manufacturer (OEM) intends to participate in this tender, they are permitted to do so through offline submission in compliance with the applicable rules and regulations governing OEM participation.	supporting documents

Please note - For the purposes of this RFP, consortium / JV is not allowed.

1.1 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH– 1) on Bidder’s letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Financial Capacity of the Bidder (TECH – 3)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Project Experience of the bidder (TECH – 5)
- Undertaking regarding Conflict of Interest (TECH - 6)
- Undertaking for Non-Blacklisting (TECH-7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- Manufacturer's Authorization Form (MAF) (To be submitted on OEM Letter head) (TECH - 9)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 7,080/- (Seven thousand eighty rupees only)** through online mode of transaction as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit/ Bid Security:

The Bidder shall furnish as part of its Proposal, a bid security of **Rs.40,000/- (Forty Thousand rupees only)** through online mode of transaction as prescribed in the RFP failing which the bid will be rejected (the "Bid Security"), returnable not later than 180 days from Proposal Due Date. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender.

4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Pre -bid Queries / Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to BMC through e-mail to pclubmc@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the BMC Website or uploaded on the tender portal of Government of Odisha www.tendersodisha.gov.in
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.
- c) If any information about the subject site is required by the prospective bidder prior to 3 (three) days from the last date of bid submission, the same can be obtained from:
Zonal Commissioner (Procurement)
Bhubaneswar Municipal Corporation (BMC),
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha,
- d) BMC reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- e) No extension of any deadline will be granted on the basis or grounds that BMC have not responded to any question or not provided any clarification

6. Preparation and Submission of Proposal:

- i. Detail RFP may be downloaded from www.tendersodisha.gov.in and the Application should be submitted online only. The procedure for E-Tendering is enclosed in this RFP at Section 8.
- ii. The following shall be the form of various documents in the Application:

6.1 Part 1- Technical Proposal [Only Electronic Form (to be uploaded on the Tender Portal)]

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH– 1) on Bidder’s letterhead.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Financial Capacity of the Bidder (TECH – 3)
- vi. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- vii. Project Experience of the bidder (TECH – 5)
- viii. Undertaking for Non-Blacklisting (TECH-7)
- ix. Undertaking regarding Conflict of Interest (TECH - 6)
- x. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- xi. Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
- xii. Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead
- xiii. Certificate of Incorporation, Copy of PAN & GST Registration
- xiv. RFP Document duly signed by Bidder’s Authorized Signatory.

6.2 Part 2- Financial Proposal

The Part 2, the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in **Section 5**. inclusive of all statutory taxes but excluding GST

- iii. The Applicant shall upload scanned copies of the Technical Proposal as specified above on the Tender Portal by the Proposal Submission due date and time as specified in Data Sheet. Financial Proposal as specified in clause 6.2 is to be submitted online only & no hard copy is to be submitted.
- iv. It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format for Financial Proposal, uploaded by the Authority in the designated locations.
- v. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.

Any deviation from the prescribed procedures / information / formats / conditions shall result in outright rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

7. Opening of the proposal:

- i. Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- ii. If the Original Equipment Manufacturer (OEM) intends to participate in the tender, they may submit their proposal offline at the Tender Calling Authority's address in accordance with the rules and regulations applicable to the OEM
- iii. Opening of Proposals will be done through online.
- iv. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory.
- v. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

A two-step evaluation process will be conducted as explained below for evaluation of the proposals:

8.1 Preliminary Evaluation (1st Stage): All the opened bids shall be downloaded for taking up evaluation.

Preliminary evaluation of the proposals will be done to determine whether the proposal comply **with the prescribed eligibility condition (pre-qualification criteria as mentioned in Sl. 1, Section-2)** and the requisite documents / information (as per Clause 6.1) have been properly furnished by the bidder or not.

**** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority's authority.***

Only those bidders meeting both the following capability criteria will be **"Technically Qualified"** for the project

The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any clarifications regarding the document of historical nature or any other document as deemed fit by the evaluation committee during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

8.2 The bidders will respond in not more than 3 days of issue of the clarification letter/email, failing which the bid of the bidder will be evaluated on its own merit.

8.3 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

- 8.4** The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 8.5 FINANCIAL EVALUATION (2nd Stage):** The Financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officers shall log on to the system in sequence and open the financial bids.
- 8.6** The financial proposals of the bidders qualifying the technical evaluation (1st Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.
- 8.7** Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.8** System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

9. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and scope of work.

10. Award of Contract:

Upon completion of the contract negotiation stage, the Authority shall notify the successful bidder in writing by issuing a Letter of Award (LOA). The LOA will be issued within three (3) days, and the successful bidder is required to sign the contract within seven (7) days of receiving the LOA. In the event of any delays, the Authority reserves the right to grant time extensions for both the issuance of the LOA and the signing of the agreement. Such extensions will be granted at the sole discretion of the Authority, based on the circumstances surrounding the delay.

11. Performance Bank Guarantee (PBG):

The successful bidder shall submit a Performance Bank Guarantee (PBG) equivalent to 3% of the total contract value. The PBG must be submitted before of signing the contract agreement.

The PBG shall remain valid until the completion of the contractual obligations, including any warranty or defect liability periods as stipulated in the contract. The PBG will be released upon the successful completion of all works as per the terms and conditions of the contract and after issuance of the final completion certificate by the BMC.

Failure to meet contractual obligations may result in the forfeiture of the PBG, in whole or in part, at the discretion of BMC.

12. Sub-contracting:

The bidder shall not assign or sub-let its contract or any part thereof to any other agency.

Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Agency, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.
- (iv). Has participated directly or through an Associate as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

14. Disclosure:

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

17. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

18. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay or discrepancies in delivery shall render the bidder liable for liquidated damages and thereafter the Authority holds the option for cancellation of the contract for pending activities and completes the same from any other Agency. The Authority may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Authority and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

Any defects, shrinkages or faults which may appear arising from any defective, improper / poor quality of fixture, materials or workmanship, or due to any other reasons, whatsoever, will be amended and made good by the bidder at their own cost within 48 hours of notice, failing which, a penalty of Rs.1000/- per day per defect will be levied on the bidder till defects are rectified.

In the event that the Agency fails to achieve the Scheduled Timeline, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Delay Liquidated Damages of an amount equal to Two lakh Indian Rupees (Rs. 2 lakh) for each week of delay, subject to a maximum delay of eight (8) weeks. In the event the activities are not finalized by the Contractor within the maximum delay of eight (8) weeks after the Timeline stipulated for that particular deliverable, this breach shall constitute a Contractor Event of Default and BMC shall be entitled to terminate this Contract.

The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications.

20. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

21. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum either at www.bmc.gov.in or at <https://tendersodisha.gov.in> only. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of the proposals.

22. Number of RFPS/Single Application Eligibility:

Each applicant is eligible to submit only one application. It is imperative that applicants carefully review and consolidate all relevant information and details into a single, comprehensive application. This policy ensures fairness in the application process, allowing each applicant an equal opportunity to present their qualifications and proposals. Multiple applications from the same applicant will not be considered, and only the first received application will be evaluated.

23. Authority's right to accept any proposal and to reject any or all proposal(s):

The Authority reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights:

BMC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

25. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the execution of the work. If a force Majeure situation arises, the Agency shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Authority in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than 15 days, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

26. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Agency, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Commissioner, BMC and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar

27. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer

- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

28. Liability:

The Liability of the selected Agency under this agreement in any case shall not be beyond the amount of fees payable to the selected Agency under this agreement.

29. Indemnity:

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless BMC from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency

30. Arbitration:

In case of any dispute arising out of or connected with or incidental to this contract. The dispute will be referred to an arbitrator appointed by the Commissioner BMC, Bhubaneswar. The decision of the arbitrator shall be final and binding on both parties. The arbitration proceedings will be conducted in accordance with the Arbitration and Reconciliation Act, 1996.

SECTION: 3

TERMS OF REFERENCE (TOR)

Terms of Reference (ToR)

1. Background

Bhubaneswar Municipal Corporation (BMC) has a long-standing tradition of civic activism and public service, committed to improving the quality of life for all its citizens. Established in 1948 as a Notified Area Committee, it evolved into a Municipality in 1979 and was later elevated to a Corporation in 1994. Over the decades, BMC has grown from strength to strength, expanding its reach and impact through various infrastructural, social, and administrative initiatives. As the administrative body governing Bhubaneswar, with a jurisdiction over 67 wards spanning 186 square kilometers, BMC operates from its main office at BMC - ICOMC Tower, Unit-IX, in front of Satya Nagar Kali Temple, Bhubaneswar. To ensure efficient operations, the Corporation relies on robust office infrastructure, including a wide range of printers and associated equipment that are critical for daily administrative functions.

This Request for Proposal (RFP) invites qualified agencies to submit bids for the supply of toner cartridges and imaging-units for the existing printers at the Bhubaneswar Municipal Corporation offices. This procurement aims to maintain uninterrupted office operations by ensuring a continuous supply of quality printing materials.

2. Vision

The vision behind this RFP is aligned with BMC's broader mission of providing efficient, transparent, and people-friendly governance. By procuring toner cartridges and imaging units for its printers, BMC aims to:

- Ensure uninterrupted administrative processes for delivering essential civic services to citizens.
- Maintain operational efficiency across its offices and zone offices, ensuring timely communication and documentation.
- Promote the adoption of quality materials to reduce operational downtime and enhance service delivery.
- Foster a collaborative and transparent procurement process that aligns with BMC's commitment to civic responsibility and sustainable governance.

BMC's goal is to streamline its internal administrative functions, ensuring that all departments can continue to provide citizens with seamless and timely services.

3. Project Overview

This project involves the procurement of toner cartridges, imaging units, and related consumables for the printers in BMC's main office and zone offices. The selected agency will be responsible for ensuring the timely supply of high-quality toner and cartridges, tailored to meet the technical specifications of BMC's existing printers.

4. Scope of Services

3.1 SCOPE OF WORK

The selected agency will be responsible for supplying high-quality **toner, cartridges, and imaging units** for both black-and-white and color printers currently in use by Bhubaneswar Municipal Corporation (BMC). The scope includes ensuring quality, prompt delivery, and post-supply services. The key

responsibilities are as follows:

3.2 Cartridge for Black and White Printer:

Cartridges must be OEM (Original Equipment Manufacturer) products, specifically model of the monochrome printers. Black and white printer cartridges must comply with ISO/IEC 19752 standards for print yield. The cartridge should guarantee consistent print quality with sharp text and minimal smudging.

3.3 For Colour Printers:

Colour cartridges must be OEM (Original Equipment Manufacturer) products (Cyan, Magenta, Yellow, and Black) must adhere to ISO/IEC 24711 standards. Colour toners should deliver high-resolution, vivid output with accurate color reproduction and clear text. Both black and colour toners should meet the printer manufacturer's standards for high-volume printing

3.4 Imaging Unit:

- The imaging unit must be OEM and compatible with both black & white and colour printers used by BMC.
- It should support high-resolution, high-volume printing, with a high duty cycle and minimal maintenance requirements.
- The imaging unit must have a long operational lifespan and should be easy to replace without affecting printer performance.
- It should meet the manufacturer's standards for toner and cartridge compatibility to ensure consistent print quality

3.5 Toner:

- The toner provided should be genuine, original, and suitable for the respective printer models
- Toner must offer high page yields per manufacturer specifications, ensuring cost-effective printing with consistent results.
- The toner powder should not clog or damage the printer, and should maintain print quality over prolonged usage.

3.6 Warranty Requirement:

- A minimum 1-year warranty on all supplied cartridges, toners, and imaging units, covering any manufacturing defects or performance issues.
- In case of defects like poor print quality, premature exhaustion, or toner leakage, the supplier must offer immediate replacement at no extra cost.
- Warranty must cover any damage caused to printers by defective toner or cartridges, with the supplier liable for repair costs.

3.7 Logistics and Delivery:

The supplier is expected to deliver the required quantity to BMC within 3 to 5 days the issuance of the work order. The agency is responsible for making the necessary transportation arrangements at its own cost, as BMC will not cover any transportation expenses. Deliveries must be made to the designated locations of BMC in secure, damage-resistant packaging. Batch-wise delivery is allowed only with prior approval from BMC, ensuring no delays in supply. Proper tracking and delivery management must be in place to ensure timely and safe delivery.

3.8 Quality Assurance:

- The agency must ensure that all supplied products meet the relevant industry standards for performance and durability.

- Before delivery, each item must undergo quality control checks to ensure they meet BMC's technical specifications.
- Defective or non-compliant products must be replaced by the agency without additional cost.

3.9 Documentation and Reporting

- The supplier must provide detailed documentation, including invoices, delivery challans, and warranty certificates for each supplied item.
- Reports on the quality and quantity of supplied items should be provided to BMC upon each delivery.
- Any issues encountered during the supply process must be documented and communicated to BMC.

3.10 Post-Delivery Support

- The agency must provide post-delivery support, including troubleshooting and technical assistance for the supplied products.
- In case of any issues with the supplied items within the warranty period, the agency must offer prompt replacement or repair services.
- The agency must maintain open communication with BMC to address any concerns related to the performance or quality of the products

3.11 Other Major Points:

- BMC reserves the right to conduct sample tests to verify the quality of toners and cartridges before bulk purchasing.
- The supplier must adhere to e-waste disposal regulations and provide recycling solutions for used cartridges and toners.
- Bhubaneswar Municipal Corporation (BMC) reserves the right to modify, add, or remove items from the procurement list, or to procure the listed items in phases, as per its operational requirements and at its sole discretion. BMC may adjust the quantities or timing of procurement based on actual needs without any obligation to provide prior notice or justification.
- In the case of OEM, The Authority has obtained a Rate Contract from the Original Equipment Manufacturer (OEM) to ensure more transparency and competitive pricing; the selected vendor is required to supply the products at the OEM's quoted rate or at a lower price.

5. Period of Service

The selected agency shall enter into a contract with Bhubaneswar Municipal Corporation (BMC) for a period of one (1) year, The contract is extendable for another (1) one year depending upon the performance, during which the agency shall be responsible for the supply of toner, cartridges, and imaging units as detailed in the technical specifications set forth in this RFP. The agency shall ensure availability of all materials and supply them as and when required by BMC.

The agency shall provide all materials at the L1 rate (Lowest Evaluated Bidder) as determined during the bidding process. There shall be no price escalation during the entire one-year service period.

All supplied materials must strictly adhere to the technical specifications outlined in this RFP. In the event that any product is found to be unsatisfactory or non-compliant with the specified technical standards, BMC reserves the right to reject such materials and demand immediate replacement at no additional cost.

6. Termination of Contract:

BMC reserves the right to terminate the contract by giving within 15 days notice period with the selected agency, if the quality of the supplied products is deemed unsatisfactory or if the materials do not conform to the technical specifications at any time during the contract period. Upon termination, the agency may also be subject to disqualification from future tenders with BMC.

7. Payment Schedule:

Bills Payment for the Equipment's will be disbursed by the BMC to the selected suppliers upon the satisfactory completion of the delivery process. The payment terms are outlined as follows:

a. Initial Payment (80%):

80% of the total payment will be released to the L1 bidder after the successful delivery of the specified quantities of specified equipment's as per the technical specifications outlined in the RFP. Upon delivery, the Procurement Officer, BMC will ensure the quality and quantity and also certify that the products are in good condition. Once the quality and quantity is confirmed to be satisfactory, then the payment will be released.

b. Final Payment (20%):

The final 20% payment will be made after BMC confirms/audit satisfaction with the quality and quantity of the products for a period of 4 months following delivery. During this period, if any defects or issues arise, it could impact the release of this final payment.

- c. In the event of any non-compliance or failure to meet the specified standards, the corresponding 20% may be subject to deduction or retained until satisfactory rectification.
- d. If the quality and quantity of the supplied products do not meet the specifications outlined in the RFP, the selected supplier will be blacklisted by Bhubaneswar Municipal Corporation (BMC). In such a case, BMC reserves the right to award the contract to the next lowest bidder (L2) without any further notice to the original supplier

Schedule 1

Technical Specifications of the Cartridge, Toner, Image unit

i. Minimum technical specifications for

a. Requirement

SI No	Printer Model No	Cartridge Model No	Quantity of Cartridges	No of Pages Print	Brand Name
1	HP Laser Jet Pro M181FW	204A-Colour (4 Cartridge)	2	4400	The brand should match the printer model number and cartridge model number, and the product must comply with IS standards, bear the ISI hallmark, and have BIS certification.
2	Color laser jet pro MFP M479fdw	416A (Four Cartridge)	3	8400	
3	HP Laser MFP 1188a Printer	166A	5	1500	
4	Laser Jet Pro MFP M329dw	77A	61	3100	
5	Hp laser jet pro mfp m427DW	28A	1	3000	
6	HP laser MFP 136A	111A	7	1500	
7	Hp laser MFP 136W	1110A	3	1500	
	HP Laser Jet 1020	12A	104	2000	
8	HP LASER JET M1213NF MFP	88A	38	1500	
9	Canon MF244dw (F173700)	ANG 337	2	2400	
10	XPRESS M2010W	111L	3	1600	
11	Canon IR 2002	NPG 59	3	2000	
12	Epson Colour Printer L15150XCNB00965 8	INK(008)	6	13500	

Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC)

	KONICA MINOLTA 226	TN118	3	12000	
13	EPSON M 3170	INK(005)	39	6000	
14	Epson PA71A	LX310	6	2500	
15	HP Laser Jet MFP M42625dn	336X	54(Toner)	13,700	
			18(Image Unit)	80,000	
16	CANON G2000 Colour Printer	INK(G1790)	6	27,000	
17	HP Ink Tank Wireless 419	ink Black- GT51)	3	6000	
		Cyan-(GT52)		8000	
		Yellow (GT52)		8000	
		Magneta GT52		8000	

SECTION : 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Executive Engineer (Central Tender Cell)

Bhubaneswar Municipal Corporation

ICOMC Tower

Janpath, Unit-9

Bhubaneswar - 751022, Odisha

Subject: Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC)".

Dear Sir,

1. With reference to your RFP document no. _____, dated _____, I/We, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the execution of the aforesaid Project and maintenance of the Project during the Maintenance Period.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I declare that:
 - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
13. In the event of i/we were declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
15. The BID Security/EMD is attached.
16. The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount : Online reference No.: Date: Name of the Bank:	

Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC)

8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY <u>21-22</u>	FY <u>22-23</u>	FY <u>23-24</u>	Average
Average Annual Turnover (in Crore).				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Stamp Paper)

Know all men by these presents, We [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),and presently residing at, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing _____ Services to **BMC**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to BMC, representing us in all matters before BMC, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with BMC in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with BMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS)

Details of the similar assignments undertaken / completed during the last Five years:

S. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Description of project area	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information..

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (9). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Agency _____ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (9)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: __

TECH -7

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/ copy the ToR here.**

B. Company profile & Differentiating factors

C. Similar work experience

D. The bidder must provide detailed catalogs of the proposed supply Toner, Cartridges, and Imaging Units.

“Tech-9”

Manufacturer's Authorization Form (MAF) (To be submitted on OEM Letter head)

Ref. No. _____ dated _____

To
Zonal Commissioner (Procurement)

Dear Sir,

Tender Reference No./ NIT: _____

Name of the tender: “Selection of an Agency to Supply Toner, Cartridges, and Imaging Units For Printers to Bhubaneswar Municipal Corporation (BMC)”.

We _____ who are established and reputable manufacturers of _____ **Toner, Cartridges, and Imaging Units For Printers** having factories at _____ do hereby authorize M/s. _____ (Name and address of Agent / Dealer) to participate in the above tender.

We hereby extend our technical assistance to the bidder .We have studied the requirements of the product and confirm that we will adhere to the specifications of the tender and quality plan and extend all support during the inspection and provide documentary evidence at the time of inspection for the verification by TPI /Client.

Yours faithfully

(Name)

For and on behalf of M/s. _____

(Name of manufacturers)

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

(As specified in Data Sheet. Financial Proposal (www.tender.odisha.gov.in))

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. ___/- in form of DD/BG		
4	Bid Security/ EMD		
5	General Details of the Bidder (TECH - 2)		
6	Financial Details of the Bidder (TECH - 3)		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	Similar Project Experience of the Bidder (TECH - 5)		
9	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
10	Undertaking for Non-Blacklisting on Stamp Paper (TECH – 7)		
11	Description of approach, methodology & work plan to undertake the assignment (TECH – 8)		
12	Manufacturer Authorization Form(MAF) (TECH-9)		

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section 7

Procedure under E-Tendering

DEFINITIONS

- a) **Tender portal:** The E-Procurement Portal of Government of Odisha introduced for the process of E-Tendering which can be accessed on <https://www.tendersodisha.gov.in>
- b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as [n-Code](#), Sify, [TCS](#), [MTNL](#), [e-Mudhra](#) is mandatory for all users.
- c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- d) Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“RFP”).

1. PARTICIPATION IN BID:

- 1.1 **PORTAL REGISTRATION:** The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN. The time period of validity in the portal is at per with validity of RC/GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.
- 1.2 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- 1.3 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

2. LOGGING TO THE PORTAL:

The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

3. DOWNLOADING OF BID:

The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in “Latest Active Tender” Section of the homepage. The publication of the tender will be for specific period of time till the last date of submission of bids after which the same will be removed from the list of Active Tenders. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender. The clarification to the queries will be hoisted in the tender portal.

5. PREPARATION & SUBMISSION OF BID:

- 5.1 Detailed RFP may be downloaded from Tender Portal for detail study and preparation of bid. The bidder shall carefully go through the RFP document & prepare the required documents for Technical Proposal & Financial Proposal as specified in Cl.No.4.1 of Section-2 & upload the scanned copies of Technical proposal documents in PDF format & Financial proposal in excel format template uploaded by the Authority.
- 5.2 The bidders should check the system generated confirmation statement on the status of the submission.
- 5.3 The bidder shall log on to the portal with his /her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 5.4 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 5.5 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 5.6 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 5.7 The system shall require all the mandatory forms and fields filled up by the bidder during the process of submission of the bid/tender
- 5.8 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 5.9 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

- 5.10 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Financial Proposal template duly filled in.
- 5.11 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

- 7.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 7.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.
- 8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9. OPENING OF THE BID:

- 9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum / addendum. Bids cannot be opened before the specified date & time.
- 9.2 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

9.3 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

10. EVALUATION OF BIDS:

10.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing 99nos of pages”.

10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder’s price bid. Non submission of legible documents may render the bid non-responsive.

10.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

10.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

10.8 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.

10.9 The responsive bidders’ name, bid prices will be announced.

10.10 Procurement Officer-Openers shall sign on each page of the downloaded Financial Proposal and the Comparative Statement and furnish a certificate to that respect.

10.11 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Executive Engineer / Head of Department

DISCLAIMER

The Applicant must read all the instructions in the RFP and submit the same accordingly.