

**ODISHA ADARSHA VIDYALAYA
SANGATHAN**

Bid Document
For
Supply of Uniform, Badge, Belt & I-card

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Price Rs. 5,000/-

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Chapter-1
Introduction & General definitions
Introduction

The Odisha Adarsha Vidyalaya Sangathan, represented by the State Project Director, Odisha (hereinafter referred to as "State Project Director"), wishes to receive bids from the registered manufactures/Distributors for supply of Uniforms, Socks, Badge, Belt & I-Card of prescribed specifications, for distribution to students of 100 nos of Adarsha Vidyalayas across the state.

1. DEFINITIONS

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- I. "**Annexure to Bid**" means the complete appendices comprised in the bid, wherever the term "Annexure to Bid" is used, this shall mean "Annexure to Technical Proposal" and/or "Annexure to financial Proposal", as may be appropriate.
- II. "**Arbitrator**" means the person or persons named as such in the Contract, or other person or persons appointed from time to time by the Govt. of Odisha, under Arbitration Act 1996.
- III. "**Uniforms**" means stitched uniforms of given specifications.
- IV. "**Bid**" means the offer of the bidder to the State Project Director for the supplies.
- V. "**Bidder/ supplier**" means an individual, a firm, an association of persons or body or individuals or firms or a company incorporated under the Indian law that undertakes to supply the stitched uniforms.
- VI. "**Bidders Proposal**" means the preliminary proposal submitted with the bid.
- VII. "**SPO**" means State Project Office, N 1/9, Nyapalli, Po-Sainik School, Bhubaneswar, Odisha, 751005
- VIII. "**Contract**" means the Conditions of Contract, the State Project Director's Requirements, the Bid, the suppliers Proposal, the Schedules, the Letter of Acceptance, the Contract Agreement or Contract Agreements and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- IX. "**Contact Agreement**" means the contract agreement (if any).
- X. "**Contract Price**" means the sum stated in the Letter of Acceptance as payable to the supplier for the supply of the stitched uniforms of given specification in accordance with the provisions of the Contract.

XI. **“Contract Period”** means the period from the date of supply order to the date of complete supply of the said items as per specifications.

XII. **“Day”** means a calendar day.

XIII. **“State Project Director”** means State Project Director, Odisha Adarsha Vidyalaya Sangathan.

XIV. **“State Project Director’s Representative”** means the person or persons appointed by the State Project Director to act as State Project Director’s Representative for the purposes of the Contract or other person appointed from time to time by the State Project Director and notified as such to the supplier.

XV. **“EMD”** means Earnest Money Deposit

XVI. **“GoO/Government”** means Government of Odisha.

XVII. **“Letter of Acceptance”** means the formal acceptance of the bid by the State Project Director.

XVIII. **“Local Currency”** means the currency of India.

XIX. **“Purchaser”** means State Project Director, OAVS, Odisha or its authorized representatives.

XXI. **“Scope of Work”** means the description of the scope, standard, and program or work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.

XX. **“S.D.”** means Security Deposit.

XXI. **“Supplier”** means the person whose bid has been accepted by the SPD and the legal successors in title to such person, but not (except with the consent of the State Project Director) any assignee of such person.

XXII. **“Supplier’s Representative”** means the person (if any) named as such in the Contract or other person appointed from time to time by the supplier & notified as such to the State Project Director.

XXIII. **“TEC”** means Tender Evaluation Committee or Purchase Committee.

XXIV. **“Variation”** means any alteration and/or modification to the State Project Director’s Requirements, which is instructed by the State Project Director or his Representative.

XXV. **“Year”** means 365 days.

2. Interpretation

Words indicating persons or parties shall include firms and corporations and any organization having legal capacity. Words indicating the singular

also include the plural and vice versa where the context requires. Words indicating one gender also include other gender.

3. Contract Agreement

Either party shall, if requested by the other party, execute a Contract Agreement or Contract Agreements, as such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the bidder/ supplier.

The successful bidder will be required to enter into separate agreements, or any number of agreements as decided by the State Project Director.

4. Documents at Site

The supplier shall keep, at his registered office, one complete set of the documents forming the contract, the documents, variations, other communications given or issued from time to time and all other relevant records. The State Project Director/ the State Project Director's representative shall have the right to use such documents at all reasonable times.

5. Communications

Wherever provision is made for the giving or issuing of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified, such communication shall be in writing. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, type-written or printed communication, including the agreed system of electronic transmission.

All certificates, notices or written orders to be given to the supplier, by the State Project Director or his representative, and all notices to be given to the supplier or to Representative by the supplier, shall either be delivered by hand against written acknowledgement of receipt, or to be sent by airmail or mail or part of the agreed systems of electronic transmission. The addresses for the receipt of such communications shall be as stated in the bid.

6. Compliance with Statutes, Regulations and Law

The Supplier shall, in all matters arising in the performance of the contract, comply with, give all notices under, and pay all fees required by, the provisions of any national statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the system. The supplier shall obtain all permits, licenses or approvals required for any part of the contract, in reasonable time taking account of the times for delivery of the stitched uniforms and for completion of the contract. The supplier shall comply with the laws of the country.

Chapter-2
State Project Director of Odisha Adarsha Vidyalaya
Sangathan

THE NOTICE FOR INVITING TENDERS FOR SUPPLY OF UNIFORMS/BELT/BADGE/I-CARD UNDER OAVS IN THE STATE OF ODISHA.

The Odisha Adarsha Vidyalaya Sangathan, Odisha has decided to provide Uniforms, Socks, Belt, Badge & I-card of given specifications to students of Adarsha Vidyalaya Schools in Odisha. These items are to be supplied within a period of Sixty days from the date of supply order.

The State Project Director, OAVS invites sealed tenders from the competent registered manufacturers/wholesalers/dealers who possess requisite relevant experience and competency to supply the uniforms, socks, belt, badge & I-card of given specifications within the specified time frame.

The schedule of bid activities is as under:

S.No.	Particulars	Date	Time
01	Commencement of sale of bid document	07.02.2017	From 11.00 A.M.
02	Availability of tender document OAVS website www.oavs.in and finance section of OAVS	07.02.2017	
03	Pre - bid conference	15.02.2017	11.00 A.M.
04	Submission of complete proposals	03.03.2017	Up to 3.00 P.M.
05	Opening of technical bids	03.03.2017	4.00 P.M.
06	Opening of financial bids	Will be intimated.	

All the bidding activities will take place in the conference hall of the State Project Director of OAVS.

The bid document may be obtained from the State Project Director of OAVS on submission of Demand Draft/ Bankers Cheque of **Rs. 5,000/-** (Rupees Five Thousand) only in favour of "State Project Director, OAVS, Odisha" payable at Bhubaneswar. The bid document may be downloaded from the website, **www.oavs.in** also. Such bidders have to deposit the price of the bid amounting to Rs. 5,000/- (Rupees Five Thousand) only to the State Project Director, OAVS, Odisha, along with the bid otherwise their bids would not be considered.

The detailed Scope of work, Specifications of Uniforms, Badge, Belt & I-card, eligibility criteria, general terms & conditions etc. are in the bid document which is available at the website, www.oavs.in.

State Project Director
OAVS, ODISHA

Chapter-3

ELIGIBILITY CRITERIA

1. The Bidder must be a manufacturer/distributor/wholesaler/dealer of Uniforms, Socks, Belt, Badge & I-card having Odisha VAT/CST from anywhere in India and agency PAN/Proprietary PAN with updated return valid till 31st March, 2016. The selected bidder has to submit Odisha VAT clearance certificate in 612 form before signing the contract. The bidder, anywhere in India, declared blacklisted or debarred by any competent authority, shall not be allowed to participate in bid process.
2. The bidder should have annual minimum turnover of **Rs. 50 lakh** in any of the past three financial years, i.e. 2013-14, 2014-15 & 2015-16.
3. Any change in the constitution of the company, etc. shall be notified forthwith by the supplier in writing to State Project Director and such change shall not relieve any former member of the company, etc. from any liability under the contract.
4. The technical bids will be evaluated by Purchase Committee on the basis of eligibility criteria given in this chapter. The bidders who fulfill **all the criteria** shall be qualified technically and financial bids of only technically qualified firms will be opened. The technical scrutiny shall be done on the basis of documents/ work order/client's certificate etc., submitted by the bidder with the bid document.
5. Purchase committee will open the technical proposals for pre qualification in the presence of bidder/ bidders' representatives who wish to attend, as per time schedule published.
6. The Financial Bid will remain unopened, at the time of opening of technical bids and will be held in the custody of State Project Director until the time of bid opening of the price proposals. The time, date and location of bid opening of the price proposals will be communicated in writing or by fax /e-mail to technically qualified firms only by State Project Director. After approval of competent authority, financial bids of those bidders, who qualify in technical bid, will be opened. The demand draft for EMD shall be attached with Technical bid i.e. in Envelop "A" failing which bid shall be rejected.
7. Right to reject any or all Bids without assigning any reason thereof is reserved with the State Project Director.

(Self Attested copies of documents proving the above criteria should be submitted in Envelop No. A. Technical Bid without the required Earnest Money shall not be entertained and financial bid of such Bidders shall not be opened.)

Chapter-4 **Scope of Work**

The Adarsha Vidyalaya Sangathan, ODISHA, represented by the State Project Director, wishes to receive bids from the registered manufactures/ Distributors/wholesalers/suppliers/dealers for supply of Uniforms, Socks, Belt, Badge & I-card to State Project Office of Odisha Adarsha Vidyalaya Sangathan which is situated at N1/9, Nayapalli, Bhubaneswar for distribution to all students of Odisha Adarsha Vidyalayas.

1. The Successful bidder will be required to supply the **Uniforms, Belt, Socks, Badge & I-card** of the approved specification within **sixty days** of the supply order. The supplier has to supply the above items in the State Project Office, OAVS, Bhubaneswar. He has to carry out the pre-delivery inspection by the technical experts as per directions of the State Project Director, OAVS, Odisha. In case of any material found not as per specifications, the same would be rejected & no claim would be accepted by OAVS, Odisha for any loss incurred to the bidder. The supplier has to replace the sub-standard material within seven days of written notice from the Authority as per the approved specification for which no extra cost will be paid. No liability shall be accepted by State Project Director in this regard. In case the rejection is more than 5% of the ordered quantity the supplier order shall be cancelled.
2. The supplier has to submit sample of Uniforms, Socks, Belt, Badge & I-card conforming approved specification (a set of two sets to the State Project Director) along with the bid document.
3. The logo/emblem of the Odisha Adarsha Vidyalaya shall be printed in front of uniforms, Badge, Belt in size to be decided by the State Project Director.
4. The manufacturer/supplier is also allowed to put his own logo on the rear side of the uniform at a place specified by OAVS, restricted to 1x1 sq inch size (only one).
5. The successful bidder shall not sub-let the supply order or the part of it, to any other supplier.
6. In case of any dispute regarding specifications, the decision of the State Project Director shall be final.

Inspection:

- a) SPD or his duly authorized representative shall at all reasonable time have access to the bidders' premises and shall have the power to inspect and examine the quality and workmanship of the goods to be supplied. A pre-delivery inspection shall also be carried out before the dispatch of Uniforms, Socks, Belt, Badge & I-card to all Adarsha Vidyalayas.

- b) The supplier has to carry out the pre-dispatch & pre-delivery inspection as per the directions of the State Project Director, OAVS by technical personnel.
- c) The bidder shall furnish complete address of the premises of his office, Godown and workshop where inspection can be made, together with name and address of the person who is to be contacted for this purpose.
- d) Supplies, when received shall be subject to inspection to ensure whether they conform to the specifications. Where it is necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
- e) In case of test, samples shall be drawn in four sets or as required by concerned laboratory, by giving the serial numbers on random basis of the sets supplied, properly sealed in the presence of the bidder's representatives.
- f) The supplier has to submit a certificate conforming the specification along with the materials supplied which will be sent to the testing laboratory as per certificate for verification.

Payment Terms

- a) Payment to the supplier shall be made on submission of the bill in triplicate after the satisfactory supply of Uniforms, Belt, Badge & I-card in substantial consignments and upon inspection of the material received to the satisfaction of the authorized Committee. The bill shall be raised in triplicate addressed to State Project Director, Odisha Adarsha Vidyalaya Sangathan, Bhubaneswar, Odisha.
- b) The liquidated damages (if any) shall be deducted as per the terms and conditions as mentioned in this document.
- c) VAT/ CST/ Income Tax/ Service Tax/ Applicable levies shall be deducted as per the relevant Act/ Laws/ Rules, if applicable.
- g) The Security Deposit will be refunded after thirty days of successful completion of the supply order and on the basis of certificate given by principals of Adarsha Vidyalayas.

Delivery of the goods

The delivery of Uniforms, Socks, Belt, Badge & I-card shall be done, within sixty days of supply order to the State Project Office, OAVS,

Bhubaneswar. The supplier has to ensure all steps for timely supply of the Uniforms, Socks, Belt, Badge & I-card. If he fails to deliver the goods of approved specification, within specified time frame, the liquidity damages shall be recovered from his bill. In case of any delay due to reasons beyond control of the supplier, he is advised to inform the State Project Director promptly, in writing, explaining the reasons & seek the extension. Such request would be made before the due date of supply only. The State Project Director reserves the right to accept or reject the request with/without liquidity damages.

Chapter-5

SPECIFICATIONS FOR UNIFORM & OTHER ITEMS 2016-17

1. Specification for BOYS SHIRT & GIRLS KAMEEZ

Sl. No.	Parameter	Specification	Tolerance	Essential/ Desirable
1	Wrap Count	65	± 5%	Essential
2	Weft Count	30	± 5%	Essential
3	Ends/ Inch	170	± 5%	Essential
4	Picks/ Inch	60	± 5%	Essential
5	GSM	110	± 5%	Essential
6	Composition of Yarn	Polyster- 93% } Cotton- 07%		Essential
7	Colour Fastness (Washing fastness in shade)	4 or above		Essential
8	Colour Fastness (Washing fastness in staining)	4 or above		Essential
9	Clour Fastness (Light)	4 or above		Essential
	ADDITIONAL PARAMETERS			
10	Tensile Strength (Warp Way)	40 KGF	± 5%	Desirable
11	Tensile Strength (Weft Way)	25 KGF	± 5%	Desirable

2. Specification for GIRLS SALWAR

Sl. No.	Parameter	Specification	Tolerance	Essential/ Desirable
1	Wrap Count	60	± 5%	Essential
2	Weft Count	45	± 5%	Essential
3	Ends/ Inch	140	± 5%	Essential
4	Picks/ Inch	95	± 5%	Essential
5	GSM	105	± 5%	Essential
6	Composition of Yarn	Polyster- 70% Viscose- 30%		Essential
7	Colour Fastness (Washing fastness in shade)	4 or above		Essential
8	Colour Fastness (Washing fastness in staining)	4 or above		Essential
9	Clour Fastness (Light)	4 or above		Essential
	ADDITIONAL PARAMETERS			
10	Tensile Strength (Warp Way)	70 KGF	± 5%	Desirable
11	Tensile Strength (Weft Way)	25 KGF	± 5%	Desirable

3. Specification for BOYS PANT

Sl. No.	Parameter	Specification	Tolerance	Essential/ Desirable
1	Wrap Count	30	± 5%	Essential
2	Weft Count	15	± 5%	Essential
3	Ends/ Inch	115	± 5%	Essential
4	Picks/ Inch	60	± 5%	Essential
5	GSM	195	± 5%	Essential
6	Composition of Yarn	Polyster- 70% Viscose- 30%		Essential
7	Colour Fastness (Washing fastness in shade)	4 or above		Essential
8	Colour Fastness (Washing fastness in staining)	4 or above		Essential
9	Clour Fastness (Light)	4 or above		Essential
	ADDITIONAL PARAMETERS			
10	Tensile Strength (Warp Way)	85 KGF	± 5%	Desirable
11	Tensile Strength (Weft Way)	60 KGF	± 5%	Desirable

4. Specification of stitching: - Polyster thread of 12 stitching per inch.

5. Size of GIRLS KAMEEZ

Sl no	Measurements	Description	11-13 yrs (class VI)	12- 14 yrs (class VII)	13-15 yrs (class VIII)
			Inches		
1	Full Length	From shoulder to desired length	36	37	38
2	chest	Around Chest	30	32	35
3	Waist Length	from shoulder to waist	11	11.5	12
4	sleeve length	from shoulder to desire length	12	13	15
5	slit	from hip to bottom of the kameez	15	15.5	16
6	Neck width	Front	5.5	6	6
7	Neck Depth	Front	2.75	3	3.5
		Back	1	1	1
8	Shoulder	Sh tip to another Sh tip	12	13	13.5
9	Waist	Around waist	29.5	31	34
10	Hip	Around Hip	36	38	40
11	Collar Depth		1	1.25	1.25

6. Size of GIRLS SALWAR

Sl no	Measurements	Description	11-13 yrs (class VI)	12- 14 yrs (class VII)	13-15 yrs (class VIII)
1	Length	From Waist to desired length	38	38	39
2	Width of Pants	Around thighs hip	42	44	46
3	Round Bottom	from shoulder to waist	12.5	13	13

7. Size of BOYS SHIRT

Sl no	Measurements	Description	11-13 yrs (class VI)	12- 14 yrs (class VII)	13-15 yrs (class VIII)
1	Neck Round	Around Neck	12.5	14	14.75
2	Shoulder Width	Sh tip to another Sh tip	17	17.5	17.5
3	Chest Round	Around Chest	36	37	38
4	Waist Round	Around waist	36	37	38
5	Shirt length		25	26	27
6	Pocket Size	Length	5.25	5.25	5.5
		width	4.5	4.5	4.5
7	Pocket Position	Length	8.75	8.75	9
		Width	2	2	2.5
8	Sleeve Length		8	8.5	9
9	Sleeve opening		13.5	13.5	14

8. Size of BOYS PANT

Sl no	Measurements	Description	11-13 yrs (class VI)	12- 14 yrs (class VII)	13-15 yrs (class VIII)
1	Full length	Waist to desire length	17	17.5	18
2	Waist	Around Waist	24	25	26
3	Hip	Around Hip	34	34.5	35
4	Inside Leg	Crotch to Bottom	6	6.5	7
5	Bottom	Around Bottom	10.5	10.5	11
6	Belt Height	Belt Depth	1.5	1.5	1.5

9. Specification of Socks, Badge, Belt & I-card

Sl. No	Particulars	Specification
A	B	C
I	Socks	Boys (nylon quality)
		Girls (nylon quality)
II	Badge	Boys (cloth quality)
		Girls (cloth quality)
III	I Card	Boys (ATM card quality 1mm thickness with holder and rope)
		Girls (ATM card quality 1mm thickness with holder and rope)
IV	Belt	Boys (powder coated with dual colour nibar)
		Girls (powder coated with dual colour nibar)

Design & Colour of Uniform, Socks, Badge & Belt: - It is available in the OAVS website and also in the office of OAVS. Interested Bidders may visit the above website or office of the SPD, OAVS during office hour to see the colour and design.

Chapter- 6

General Terms and Conditions

1. Earnest Money

- a. The bidder shall furnish, with the Technical Bid, an earnest money (refundable) as mentioned against each items in the form of Bank Draft/Bankers Cheque/drawn in favour of "State **Project Director, OAVS, Odisha**" payable at Bhubaneswar.

Sl. No.	Category	Unit/Items	Earnest Money
01	01	Regular Uniform	192000.00
		Boys (Shirt) } Boys (Pant) } (one pair)	
		Girls (Kurti) } Girls (Salwar) } (one pair)	
02	02	Socks	24000.00
03		Belt	24000.00
04		Badge	9600.00
05		ID card	14000.00

- b. Such negotiable instrument should be valid for a period of six months (180 days) from the date of submission of Bid.
- c. The Earnest Money may be forfeited on account of one or more of the following reasons:
- The bidder withdraws his/her bid during the period of bid validity specified by him on the bid letter form.
 - Bidder does not respond to the State Project Office requests for clarification of his bid.
 - Bidder fails to co-operate during the bid evaluation process, and
 - In case of a successful bidder, the said bidder fails:
 - (a) to sign the agreement in given time; or
 - (b) to furnish Security Deposit of specified amount.
 - (c) EMD of non-responsive Bidders will be refunded with 30 days of opening of Bid.
- d. The EMD may be adjusted in the Security Deposit by depositing the difference amount. Security Deposit **shall be 5%** of the Bid amount finalized, once the bid is accepted by the competent authority.

2. Bidding Process

a. Bid Submission

- The bids shall be submitted in two **envelopes**, i.e.
 - I. **Envelope -A (Technical bid)**: It should contain the EMD of specified amount along with all documents **except financial bid**.
 - II. **Envelope – B (Financial bid)**: The financial bid should be submitted in prescribed proforma.
- All the two envelopes must be sealed properly & put up in an outer envelope which should also be sealed. All the envelopes may be addressed to State Project Director, OAVS, Odisha. The envelopes should be marked with number i.e. A/B & "Bid for Uniforms, Socks, Belt, Badge& I-card" should be written in the upper right corner.
- The bid shall be submitted in one copy only.
- The tenderer/ bidder is required to deposit 2 (two) sample sets of the uniform & other materials to the State Project Office, OAVS, Odisha along with the bid document.
- The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign the contract/agreement. **The person or persons signing the bid shall initial all pages of the bid & submit the signed bid document along with Technical Bid in envelop 'A' as a token of acceptance of al terms and conditions contained in the bid document.**
- The last date for submission of bid is as per time schedule advertised or as amended by the SPD, OAVS.

b. Validity of Bids

- Bids shall remain valid for 180 days from the date of Bid opening. A bid valid for a shorter period shall be rejected as non-responsive. The validity of bids may be extended with mutual consent of State Project Director & the bidder.

c. **Prices MUST NOT be indicated in the Technical Bid and must be quoted in the Financial Bid only.**

d. Financial Bid

- i. Financial Bid should only indicate prices without any conditions or qualification whatsoever. Taxes such as VAT, Income Tax, service tax, duties, fees, levies etc., levied by Central & State Government/Government Bodies, as may be applicable in relation to supply of the goods should be all inclusive.
- ii. There may be different rates for different items, but if the rates of all items taken for each category i.e. category-1 & category-2 will be lowest, then the lowest bidder will be selected. The Purchase Committee may approve, wherever considered necessary, rates of more than one firm at the lowest rates in order to ensure regular supply of uniforms, socks, belt, badge & I-card where the lowest tenderer is not in a position to make supply of required quantity in time.
- iii. Bidders should express the price of their product in Indian currency only.

e. Date & Time of Opening of Technical Bid

- i. The Technical bids will be opened by Purchase Committee, in the presence of bidders who wish to be present, as per the time schedule advertised.
- ii. The technical bids shall be evaluated as per the eligibility criteria, given in chapter III of this bid document. The bidders who fulfill **the entire criterion** shall be declared qualified for opening of financial bids.

3. Pre Bid Conference

- i. The bidders or their authorized representatives are invited to attend the pre - bid conference, which would be held in the Conference hall of State Project Office, OAVS on 15.02.2017.
- ii. The purpose of the conference is to clarify the issues and to answer questions/doubts on any matter that may be raised at that stage. The bidders may give their suggestions, if any, in the conference.
- iii. The bidders are requested to submit any questions / request/ suggestions in writing to reach the State Project Director OAVS, not later than three days prior to the date of scheduled conference.
- iv. Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

- v. Minutes of the meeting including the text of the questions raised and the responses given will be uploaded in OAVS web site. Any modifications in the bid document which may become necessary as a result of the pre bid meeting shall be made by the State Project Director exclusively through the issuance of a corrigendum. After issuance of such corrigendum(s), it shall be treated as an integral part of this bid document. Therefore, bidders are advised to study the corrigendum carefully before submission of their proposal. The OAVS shall not accept any liability in this respect.

4. Cost of Preparation of Bids

- i. The bidder shall be solely responsible for the cost of preparing and submitting the bid and all other related costs.

5. Bidder to acquaint Himself Fully

The bidder shall be deemed to have fully acquainted with the specification of stitched uniforms, and carefully examine the special conditions, and shall be deemed to have been fully informed regarding the local conditions, factors and various prevailing laws at the time being. The Bidder should, therefore plan his schedule of work properly so as to complete the supply within stipulated time limit. State Project Director, OAVS, Odisha will not be liable for any loss or damage sustained by the bidder due to any reason whatsoever.

6. Liquidity Damages (LD)

- i. In the event of failure to supply the Uniforms, Socks, Belt, Badge & I-card as per conditions of this document, the State Project Director reserves the option to recover liquidated damages (LD). In case of any condition beyond the control of supplier, the supplier should request the State Project Director to extend the time limit. This request shall be entertained before the due date of supply only. The State Project Director reserves the right to extend the supply period with/without LD or to reject the application on insufficient grounds.

7. Rejection of bid.

The bids which do not fulfill any of the conditions or the notified requirements, directions & guidelines laid down by the State Government/State Project Director, shall be considered incomplete and are liable to be rejected without assigning any reason thereof.

8. Alternative Proposals by Bidders

Bidders shall submit bid, which comply with the documents, including the basic requirements as indicated in the bid documents. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions that one bidder shall submit only one bid, either individually or as partner in any of the organization failing which both or all such bids shall be rejected.

9. Disqualification

State Project Director in its sole discretion and at any time during the processing of bidding may disqualify any bidder from the bid process, if the bidder has:

- Submitted the bid after the scheduled date and time.
- Firms not meeting eligibility criteria.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- If found to have record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- Submitted bid which is not accompanied by required documents and Earnest Money Deposit (EMD) or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants.
- Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- A bid not valid for at least 180 days shall be considered as non-responsive and would be disqualified.

10. Security Deposit (SD)

- Successful Bidder shall carry out the supply in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the supply of stitched uniforms of approved specifications and

which are to the entire satisfaction of the State Project Director.

- In the event of any deficiency in supply, the Successful Bidder shall promptly take necessary action to resolve it, at no additional price.
- Successful bidder will have to execute an agreement on a Non-Judicial Stamp (to be purchased from the state of Odisha only) of appropriate value within a period of 7 days of receipt of order and deposit security deposit which shall be 5% of the contract value, prior to signing of agreement. The cost of the stamp paper shall be borne by the bidder.
- The earnest money deposited at the time of submission of tender may be adjusted towards Security Deposit amount or alternatively the bidder, taking the EMD back, may deposit a fresh SD.
- The form of Security Deposit Money shall be as below:
 - Bank Draft / Bankers Cheque duly discharged in favour of State Project Director, OAVS, Odisha.
- The SD money shall be refunded after expiry of contract period/extended period provided there is no breach of contract on the part of contractor.
- The purchaser will pay no interest on the EMD & Security Deposit.
- Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the SD.

11. Forfeiture of Security Deposit

Security Deposit amount in full or part may be forfeited in the following cases:

- i. When the terms and conditions of contract is breached by the supplier.
- ii. When the bidder fails to make complete supply satisfactorily.
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of State Project Director shall be final, in this regard.
- iv. Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the

contract to the next lowest evaluated bidder or call for new bids.

12. General Conditions

- **VAT, Income Tax, central Sales Tax, Service Tax Registration and Clearance Certificates:** No bidder shall participate in the bid process without registration under the provisions of relevant Act and produces registration and clearance certificate/ returns, with the technical Bid (Envelope 'A'). Certificates from the competent authority shall be enclosed with technical bid, failing which his bid may be liable for rejection.
- In the support of information regarding turn over, the certificates from CA are to be attached otherwise the same would not be considered. The audited statements of last three financial years are also to be submitted with technical bid.
- Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender. **The signed tender document is to be submitted with technical bid.**
- Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections, if any, should be made clearly and initialed with dates.
- Bidder shall quote firm prices of stitched uniforms in the price bid. No conditional discounts shall be quoted in the bid e.g. discounts based on conditions linked with bid/security Deposit/guarantees, advance payments, selection of combination of products or product options etc. Financial bids with such conditional clauses may be rejected.
- **Comparison of Rates:** Financial bids of all the Technically Qualified Bidder shall be evaluated. State Project Director reserves the right to award the contract to the firm quoting lowest rate or other than lowest rate at its sole discretion without assigning the reason thereof.
- **Arbitration:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the bidder to Commissioner-cum-Secretary, School & Mass Education, Government of Odisha who will be the Sole Arbitrator and whose decision shall be binding on both the parties.

- **TDS:** VAT/ Income Tax/ Service Tax/ applicable levies shall be deducted at source, if applicable.
- **Jurisdiction:** All legal proceedings, if necessary, arises to be instituted by any of the parties (State Project Director or Supplier) shall have to be lodged in the courts situated in Bhubaneswar city only and not elsewhere.
- **Loss of Revenue to the Purchaser :** The bidder shall be vicariously liable to indemnify the purchaser in case of any misuse of data/ information by the bidder, deliberate or otherwise, which comes into the knowledge of State Project Director during the performance or duration of the contract and thereafter.
- **Changed orders:** The State Project Director may at any time, by a written order given to the successful bidder, may change the quantity/quality/colour of stitched uniforms. If any such change causes an increase or decrease in the cost of, or the time required for, affects bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the security deposit, contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the State Project Director's changed order.
- **Contract Amendments:** No variation in or modification in the terms of the Contract shall be made except by written amendment signed by both the parties i.e. State Project Director & the bidder.
- **Purchaser Right to Accept any bid and to reject any or all bids:**
The purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds or the Purchasers action.
- **Notification of award:** Prior to the expiry of the period of the bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract.

Upon the successful bidder's furnishing of Security Deposit, State Project Director, will notify each unsuccessful bidder and will discharge its EMD.

- **Period of Validity:** Bids shall remain valid for 90 days from the last date of bid submission prescribed by the State Project Director which may be extended with mutual consent. State Project Director may reject a bid valid for a shorter period as non-responsive.
- **Period of Contract:** The period of the contract shall be one years from the date of signing of contract extendable, with mutual consent, up to One year.
- **Force Majeure:**
 - a) Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its Security Deposit, or termination for default, if any to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
 - b) For the purposes of this clauses, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - c) If a Force Majeure situation arises, the bidder shall promptly notify the State Project Director in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all measures, prevented by the force majeure event.
 - d) The purchaser may terminate this contract, by giving a written notice of minimum 30 days to the bidder being unable to supply the said goods.
- **Termination for insolvency:** The purchaser may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- **Termination for Convenience:** The purchaser may, by written notice to the bidder, may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's

convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency/party.
- If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tenders shall be liable to be rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the State Project Director.
- The State Project Director reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items to more than one firms for exigency keeping in view the requirement of the students during the current financial year as early as possible for convenience & use by the students.
- Any of the Financial Terms & Conditions not covered in this bid document shall be governed as per the provisions of rules prescribed by the Government of Odisha.

13. The bidder should sign and seal, each and every page of bid document. If the bidder fails to do so, his bid shall not be considered for.

(Signature & Seal of the Bidder)

CHAPTER 7
TECHNICAL BID

I. Addressed to:

a.	Name & Address of the Tendering Authority	State Project Director, Odisha Adarsha Vidyalaya Sangathan, Bhubaneswar Odisha.
b.	Telephone	0674-2302324
c.	Fax	0674-2302322
d.	website	www.oavs.in

II. NIT Reference: -----dated -----

III. Other related details:

1.	Name of Bidder Firm	
2.	Name of Contact Person	
3	Telephone Number(s)	
4	Registered Office Address	
5	Year of Establishment	
6	Type of Firm Put Tick (✓) mark	Public Limited Partnership Firm Private Limited Other (give details)
7	Email Address	
8	Website	
9	Fax No.	
10	Mobile Number of Contact Person	
13	Any other relevant information	

IV. Details of major supplies carried out:

S.No.	Description	No. & amount , supplied		
		Number	Amount	Rate
1				
2				
3				
4				

Details of Net Worth & Turn Over:

Year	2013-14	2014-15	2015-16
Turn Over			
Net Worth	Rs..... (as on)		

In the support of above information the certificates from CA are attached with the bid document. We understand that in absence of the above certificate our bid would not be considered.

V. The Tender fee amounting to Rs. 5,000/- (Rupees Five Thousand only) has been deposited vide Demand Draft /Bankers Cheque. No. _____ dated _____. Name of Bank- _____ in favour of State Project Director, OAVS payable at Bhubaneswar only

VI. The rates quoted are valid for 180 days from the last date of submission of bid. The validity can be extended with mutual consent.

VII. Following documents are attached towards the proof of earnest money deposited.

S. No.	Earnest Money Deposited through	Name of Bank	Number & dated	Amount
1.	Demand Draft/ BC			
2.	Other -----			

VIII. We agree to abide by all the conditions mentioned in this Tender Notice/ documents issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

IX. Reproduced/ reworded - processed formats or tenderer's own formats for the price quotations will disqualify the tender.

X. Tax Clearance Certificate.

Sl. No.	Type of Tax	Whether tax clearance certificate enclosed (Yes/ No)	Certificate No.
1	VAT		
2	CST		
3	Income Tax		
4	Service Tax		
5	Others.		

- XI. We accept payment & delivery schedule as per details given in the tender document.
- XII. Technical bid duly filled and signed is enclosed with this tender form along with signed Terms and Conditions in token of acceptance.
- XIII. The audited accounts of the bidder for last three years i.e. 2013-14, 2014-15, 2015-16 are being attached with the bid document.
- XIV. All papers submitted have been signed and sealed (along with annexure and enclosures)
- XV. The undertaking on Rs.100/- Non Judicial Stamp paper that that all the information, documents furnished herewith are true, correct and complete to the best of our knowledge and belief. Nothing has been concealed having material impact in this regard. We (our concern) have never been blacklisted by a Govt. department/ organization or held guilty by any competent authority. We know that our bid can be rejected at any stage during the course of acceptance or even after final acceptance at our risk and cost if any of the above information is found false or for breach of any of the conditions.
- XVI. The tender document duly signed by the authorized signatory of bidder, is being submitted with technical bid in token of acceptance of all the terms & conditions of this bid document.

Date:

Place :

Name, Sign & Seal of the Bidder

Chapter-8
Pro forma for Financial Bid

With respect to the Tender No..... dated, followed by submission of our bid dated -----, after studying given specifications & all other conditions of the bid document, read with clarifications/ corrigendum, we hereby submit our financial proposals per stitched uniforms as under:

Sl. No	Particulars	Price (per set) (Inclusive of all taxes) (Rs.) (both in figures & words)
A	B	C
I	uniforms	1. Shirt & Pant (one pair) Rs..... (in words) 2. Kurti & Salwar (one pair)Rs(in words)
II	Socks	1. Boys Rs.....(in words) 2. Girls Rs.....(in words)
III	Belt	1. Boys Rs..... (in words) 2. Girls Rs (in words)
IV	Badge	1. Boys Rs..... (in words) 2. Girls Rs (in words)
V	I-card	1. Boys Rs..... (in words) 2. Girls Rs (in words)

Notes:

- a. Financial Bid should only indicate prices without any condition or qualification whatsoever.
- b. Total price inclusive all taxes & all other charges (FOR SPO, OAVS) should be given in **column C**.
- c. Bidders should express the price of their product in Indian currency only.

Date :

Place :

Name, Sign & Seal of the Bidder