

ବିଜ୍ଞାପିତ ଅଞ୍ଚଳ ପରିଷଦ କାର୍ଯ୍ୟାଳୟ, ବିନିକା



**NOTIFIED AREA COUNCIL, BINIKA**

**Dist : Subarnapur, Odisha, 767019**

Email ID : [binikan.hud@nic.in](mailto:binikan.hud@nic.in)

Phone/Fax : 06654-241113

Letter No : .....1331..... Date : 03-06-2025

### QUOTATION CALL NOTICE

Sealed Quotation is invited from the reputed Manufacturer/ authorized dealer/suppliers/Agency having valid GST /MSME Registration certificate, up to date Tax clearance certificate, Pan etc. for supply of Mini Hydraulic Excavator for the purpose of sanitation work. The quotation with rate schedule will be submitted to the office of the undersigned with tender paper cost (Non Refundable) of Rs.6000/- in shape of Demand Draft/Bankers Cheque drawn in favour of Executive Officer,NAC,Binka. The details of equipment specification, terms & conditions, etc will be available in District website i.e.[www.subarnapur.nic.in](http://www.subarnapur.nic.in) and NAC Binka website i.e. [binakanac.in](http://binakanac.in) during the period from 03.06.2025 to 13.06.2025. The sealed quotation shall reach the office of the undersigned by 13.06.2025 by 1.00P.M through speed post/Registered Post or courier service & shall be opened on the same day at 2.00 P.M in presence of the quotationers or their authorized representatives. The authority shall not be responsible for any postal delay. The undersigned reserve the right to reject /cancel any or all quotation without assigning any reason thereof.

Executive Officer,  
Notified Area Council, Binka

Memo No. 1332 /Dt 03-06-2025

Copy submitted to the Joint Secretary/Advertisement Manager, I & P.R Department, Govt. of Odisha, Bhubaneswar (email:- [ipr.advt@gmail.com](mailto:ipr.advt@gmail.com)) for information with a request to publish the quotation notice in two Odia local daily newspaper(all edition) & and one English daily newspaper for one day using the minimum space & size, approved rate and submit one copy of publication for reference and copy in duplicate along with the bill for making payment.

Executive Officer,  
Notified Area Council, Binka

**Memo No. 1333 / Dt. 03-06-2025**

Copy submitted to the Collector, Subarnapur/P.D. DUDA Subarnapur/Sub-Collector, Subarnapur/ Tahasildar, Binka /B.D.O, Binka for kind information and requested to display the above notice in their notice board for wide publication.

  
Executive Officer,  
Notified Area Council, Binka

**Memo No. 1334 / Dt. 03-06-2025**

Copy to Office Notice Board NAC Binka for wide circulation of tender call notice.

  
Executive Officer,  
Notified Area Council, Binka

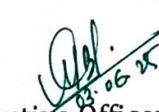
**Memo No. 1335 /Dt. 03-06-2025**

Copy to the DI & PRO, Subarnapur for information and necessary action with a request to ensure the publication.

  
Executive Officer,  
Notified Area Council, Binka

**Memo No. 1336 /Dt. 03-06-2025**

Copy to the DIO, NIC, Subarnapur for information with a request to publish the above notice in the district website.

  
Executive Officer,  
Notified Area Council, Binka

**Eligibility criteria:**

1. The bidder must be based in India and should be a manufacturer /authorized dealer/supplier/agency having valid GST Registration certificate/ MSME Certificate of the equipment intended for supply.
2. The bidder should have adequate service facility and technical man power within the state of Orissa so as to provide necessary after sale services.
3. The bidder must have established quality assurance system and organization.
4. The bidders must have good track records with respect to their past performances.
5. Bidders should have sound financial background and having 3 year past experience for same or similar service.
6. Bidder should not be blacklisted/de-barred by any Govt./Semi-Govt. Organization during last three years. A declaration regarding the same has to be submitted along with the bid.
7. Bidder should not be having any pending litigation history. A declaration regarding the same has to be submitted along with the bid.
8. The minimum average annual turnover of the bidder (for 3 years) will be min 15.0 lakh
9. The OEM Average Turnover (last 3 years) will be min 120.0 lakh

  
03-06-20  
Executive Officer,  
NAC, Binka.

**Instruction to bidders:**

1. Tenders must be submitted in English Language only.
2. Incomplete/ telegraphic or conditional tenders are not acceptable.
3. Prices quoted must be inclusive of all taxes & duties and fixed for a period of at least one year. Variations and escalations will not be allowed with-out justified ground.
4. Binka NAC terms and conditions and technical specifications must be accepted in full and in token thereof the bidder must sign at the bottom of each page of the document and submit the same.
5. At any time prior to the last date of submission of bids, Binka NAC may, for any reason, whether at its own initiative or in response to clarifications requested by any Supplier, modify the tender document by the issuance of Addenda.
6. The authority shall not be responsible for any postal delay.
7. The quantity of equipments/ materials required to be purchased is subject to alteration without prior information.
8. The Bidders are required to furnish their offers in the price bid both in words & figures. Correction if any shall be made by crossing out, initialing, dating and rewriting. In case of any conflict between figures and words, the latter shall prevail.
9. Goods must be delivered within 60 days time of placing the purchase order.
10. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the tender.
11. List of sales office/service centre in Orissa should be enclosed.
12. In case of any correction or overwriting made by the bidder in the rates offered, it should be signed & sealed by the bidders; otherwise tenders are liable for rejection.
13. Notice inviting tender, tender documents, prescribed Technical bid, price bid, terms & conditions will form the part of tender.
14. Tenders will be accepted & will be opened as per information mentioned in the quotation call notice. No receipt for the tender shall be issued by the agency.



15. Tender received after due date & time will not be considered. If due to any reason the due date is declared as a holiday the tenders will be opened on next working day at the same time.
16. In case of supply of any defective or substandard equipment, the materials will be rejected & it will be the responsibility of the supplier for taking back & replacing the rejected materials at their own cost. In case of non-lifting of such rejected materials within a reasonable time offered by the office, Binka NAC, have the right to suitably dispose off the same and forfeit the amount.
17. The supplied materials should strictly comply with the specifications as mentioned in the tender document; otherwise the material would be liable for rejection.
18. Any clarification on the technical specification and commercial terms and conditions may be clarified in writing from Binka NAC.
19. All the bidders shall essentially indicate the price inclusive all taxes & duties as shown in Price bid.
20. Binka NAC reserves the right to reject / cancel any Quotation, if:
  - a. At any time, a material misrepresentation is made or discovered; or
  - b. The Supplier does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Quotation.
21. The successful bidder has to execute an agreement with the Executive Officer, NAC, Binka in prescribed format prior to supply the materials.
22. The Supplier has to deliver the equipment at Buyer Location, Training to Driver and Must be Delivered with insurance and RTO Clearance for min 1 years (Registration) with Documents.

  
23.06.25  
Executive Officer,  
NAC, Binka.

## Quotation Specific Terms and Conditions

### 1. Generic

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address  
BINKA NAC, AT/PO-BINKA , WARD NO-05, DIST-SUBARNAPUR, ODISHA,  
PIN-767019 , LAND MARK- BESIDE BINKA POLICE STATION
3. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to submit undertaking to this effect with bid.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of- life by the OEM before this period.
5. End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
6. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
7. Manufacturer Authorization: Wherever Authorised Distributors / service providers are submitting the bid, Authorisation Form /Certificate with OEM/ Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid



8. Scope of supply includes Training:  
Number of employees to be trained :- 2  
Place for training :-BINKA NAC &  
Duration of Training:- Min 2 day
9. The seller is required to print logo as per buyer's requirement.
10. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contractor any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and / or to replace / rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### **Scope of Supply**

11. Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### **Turnover**

12. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**13. OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

**OEM**

**14. IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

**Service & Support**

**15. Service & Support: Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**16. Service & Support: Dedicated / toll Free Telephone No. for Service Support:** BIDDER /OEM must have Dedicated/ toll Free Telephone No. for Service Support.

**17. Service & Support :Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**Certificates**

**18. Bidder's offer is liable to be rejected if they don't upload any of the certificates /documents sought in the Bid document, ATC and Corrigendum if any.**

**19. ISO 14396:**The bidder or the OEM of the offered products must have ISO 14396 certification.

**20. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.**



## Warranty

21. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be submitted along with the bid.
22. Successful bidder will have to ensure that adequate number of dedicated technical service personals/ engineers are designated/ deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing/ rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
23. Timely Servicing/ rectification of defects during warranty period: After having been notified of the defects/ service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service/ rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
24. **Buyer Specific ATC**
  1. Delivery should be at Buyer Location and Training to Driver,
  2. Must be Delivered with insurance and RTO Clearance for minimum 1 years. (Registration) with Documents
  3. Stability of dealership in Odisha from min last 10 years
  4. Service Manpower: More than 30 across Odisha

  
Executive Officer,  
NAC, Binka.

**COMMERCIAL TERMS AND CONDITIONS****1. Rate**

The offer should indicate the unit cost of the items inclusive of all taxes i.e.GST. The unit cost, however should be inclusive of pre-delivery inspection,packing,forwarding,loading charges, cost of insurance, registration charges and transportation FOR destination where the item has to be delivered. The cost of fuel, lubricants and remuneration of driver required during transportation, demonstration, trial run and training period must be included in the offer. The offer must also include the cost of RTO Registration and insurance for minimum 1 year with documents

**2. GST,etc**

GST as prescribed both under Central and State Government rules would be applicable.

**3. Bid Security Deposit**

The bidder has to submit tender paper cost of Rs.6000/- in shape of D.D./Banker Cheque. The EMD of Rs.10,000/- will be deposited in shape of D.D./Banker cheque which will be refunded to the unsuccessful bidder after issue of work order to the lowest responsive quotationer. Without paper cost and EMD , the quotation submitted by the quotationer will not be considered.

**4. Performance Security**

1. The successful quotationer must deposit the Performance security @5% of the order value with the Executive Officer in shape of bank guarantee/Term Deposit/D.D. in the name of Executive Officer, NAC Binka from a Nationalised Bank which will be refunded after completion of warranty period. The EMD deposited will be refunded to the successful quotationer on receipt of Performance security.

**5. Quantity**

The quantity of the item mentioned are subject to revision according to the requirement.

**6. Delivery**

All materials must be delivered at the purchase destination

**7. Validity of Offer**

The offer must be kept valid for a period of 120 (One Hundred Twenty) days from the date of opening the tender. No escalation of price except the admissible tax component within the schedule period of supply would be accepted. The validity can be further extended with mutual consent.



### 8. Warranty

The items supplied should be warranted against any manufacturing defect or bad workmanship at least for a period of 1 (one) year for all mechanical equipment from the date of supply of the same.

### 9. Penalty and termination of contract

The items supplied this quotation shall be supplied within the scheduled time. If the supplier fails to adhere to the schedule a penalty equivalent to 1% of the delivery price of the delayed goods for each month of delay until actual delivery up to a maximum deduction of 10% of the contract price for delayed goods. Once the maximum is reached (i.e. 10 months of delay) the Client may consider termination of the contract and forfeit the performance security deposit. However, the Client may at his own discretion allow reasonable time extension upon written application of the supplying firm.

### 10. Force Majeure

The supplier shall not be charged with liquidated damages nor shall his security for performance be forfeited when failure of the supplier in making delivery due to any event beyond the control of the supplier and could not have been foreseen, prevented or avoided by a prudent method. These include, but are not restricted to acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, strikes, freights embargoes and unusual severe weather.

### 11. Inspection

All tests and inspection shall be made by a joint selection committee to be constituted by the Client at the place of delivery unless otherwise specially agreed upon by the Bidder and the Client at the time of purchase.

### 12. Payment

The schedule for payment against delivery of the Mini Excavator shall be as follows:-

Sl.No.	Payment schedule	Remarks
1	90% of cost of the Mini Excavator delivered less recoveries applicable under the contract	The payment will be made by the Executive Officer after successful delivery of the consignment at the destination in a sound condition.
2	10% of cost of Mini Excavator delivered less recoveries applicable under the contract	The payment will be made by the Executive Officer after successful completion of demonstration, trial run and training programme by the Supplier

### 13. Training Programme

Training programme of users, technical personnel and functionaries of the Client should be conducted by the Bidder.

**14. Demonstration, trial run and warranty period**

Demonstration and trial run facilities shall be arranged by the supplier for a minimum period of two days, the cost of which shall be borne by the supplier. Training programme for the operating personnel of the ULB (minimum two persons) should be conducted by the supplier concurrently during the demonstration and trial run period for a minimum period of two days. The warranty period will start from the date of successful trial run and demonstration and will be valid for one year. After completion of this warranty period.

**15. After Sales Service**

The supplier should have fully equipped after-sales service centre preferably in the vicinity of the assigned service area so as to render timely and effective after-sale-service. The supplier shall provide an elaborate after-sale service network guide to the Client and provide necessary information with regard to various contract methods and response handling at the time of normal and emergency maintenance.

**16. Limitation to Liability**

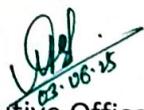
The Client will, in no case be responsible for any accident fatal or non-fatal, caused to any worker or outsider in course of transport or operation period. All the expenditure including treatment or compensation will be entirely borne by the executants / supplier. The required labour licenses, indemnity bonds, etc. shall be executed by the supplier with the concerned parties / workers as per the prevailing law. The executants / supplier shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.

**17. Dispute**

For adjudication of any dispute between the Client and the Client and the Supplier arising in this contract, reference can be made to any law courts under Odisha High Court, Cuttack only.

**18. Additional terms:**

In case it is found necessary at a later date before execution of the contract to include any other clause in this contract/ bid document, that shall be appended to this document in shape of corrigendum / addendum as the case may be.

  
Executive Officer,  
NAC, Binka.

**Technical Specifications of Mini Hydraulic Excavator**

Operating weight	3000.00 Or higher (kilogram)
Shipping weight	3000.00 Or higher (kilogram)
Bucket Capacity	0.05 Or higher (cubic meter)
Bucket Digging Force	18.0 or higher (KiloNewton)
Arm Crowding Force	12.74 or higher (KiloNewton)
Type	Water cooled, 4-cycle, 3-cylinder, direct injection, diesel engine
Fuel Tank capacity	
Power Output (kW/min-1)	18.0- 2000.0 Or higher
Max torque (Nm/min-1)	75.00 -1200.0 Or higher
Pump	Two variable displacement pumps + one gear pump
Digging Tool used	Steel Shoe
Hydraulic Oil Tank (System)	10.0 Or higher
Swing Motor	Axial piston motor
Parking brake	Oil disc brake
Swing speed	6.0.0 Or higher (Round per minute)
Swing system type	Boom swing
Maximum digging reach at ground level	5000.0 Or higher (millimeter)
Maximum digging depth	2500.0 Or higher (millimeter)
Maximum digging Reach	5000.0 Or higher (millimeter)
Maximum digging height	4500.0 Or higher (millimeter)
Minimum & Maximum dumping clearance	900.0/3400.0 Or higher (millimeter)
Horizontal digging stroke at ground level	2200.0 Or higher
Maximum vertical wall digging depth	2000.00 Or higher
Dozer blade (height/depth)	470/400 or Higher
Warranty time (in Years)	1,2 Or higher (year)

  
 Executive Officer,  
 NAC, Binka.

**Format schedule for price bid**

Sl.No.	Description of Item /Model (As per Specification-Annexure-II)	Make	Qty	Quotated Rate (including all taxes, insurance , transportation,etc)

Signature of the Quotationer/Bidder

