



GOVERNMENT OF ODISHA
..... **DEPARTMENT**

STANDARD BIDDING DOCUMENT

For Goods between Rs. 10 lakh to Rs. 50 crore

Name of the Work :

Bid Inviting Officer :

Bid Identification No :

GOVERNMENT OF ODISHA

.....Department

NATIONAL COMPETITIVE BIDDING

Sl. No.	Items		Details
1.	Description of Goods	:	
2.	Bid Identification No. (BIN)	:	
3.	Estimated Cost Put to Bid	:	Rs.
4.	Period of Delivery	:Months
5.	Availability of Bid Document on e-Procurement Portal ¹	:	From To.....
6.	Date for Receipt of Queries/Date of Pre-bid meeting ²	:	Date Time
7.	Date and Time for Submission of Bids ³	:	Date Time
8.	Time and Date of Opening of Bids ⁴	:	Date Time
9.	Place of Opening of Bids	:	
10	Bid Inviting Officer (BIO)	:	

¹ Bids shall have to be downloaded from the website: <https://tendersodisha.gov.in> by the bidders.

² A Pre-Bid meeting shall be conducted on the above time & venue for value of work more than 5crore.

³ The bidder shall upload the completed bids on the e-procurement portal using their digital signature certificate and user ID, addressed to the Bid Inviting Officer in the manner described under Instruction to Bidders Section 1 of Bid Documents on or before the stipulated date & 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 Bid Inviting Officer.

⁴ In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.

**INVITATION FOR BID
(IFB)**

GOVERNMENT OF ODISHA

_____ **Department**

**INVITATIONS FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING**

Bid Identification No.

Date:

1. *The Employer* [insert name of Employer/bid inviting authority] *on behalf of Governor of Odisha invites bids from bidders* [insert class of bidders] *registered with the State Governments and bidders of equivalent Grade/Class registered with Central Government/MES/Railways/PSUs for the supply of goods detailed in the table below. The bidders may submit bids for any or all of the following goods:*

Sl. No.	Description of goods and quantities	Value of the goods	Bid Security (Rs.)	Cost of bid document + VAT (Rs)	Period of Delivery
1	[Insert details]	[Insert details]	Rs.[Amount]	Rs.[Amount]+VAT Rs.[Amount]	[Insert details] <i>months</i>
...	[Expand the table to contain all the goods]				

2. The Bid documents consisting of instruction to Bidders (ITB), Bid Data Sheet (BDS), Information and Documents to be furnished along with the Bid, Evaluation and Qualification Criteria, Conditions of Contract, Schedule of Requirements, Specifications & allied Technical Details, Price Schedule, Bid and Contract forms will be published and appear in the "latest active tenders" in the website: <https://tendersodisha.gov.in> from [insert date & time]. The Bidders can download the bid documents after the due date and time for sale.
3. Bids shall be received only "on line" on or before [insert date & time]. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class- III.
4. A Bidder requiring any clarification of the bidding documents may ask questions on line in the e-procurement portal using his/her DSC, provided the questions are raised within 7 days prior to the deadline for submission of bids.
5. Bids received on line shall be opened at [insert time] Hours on [insert date] in the office of [insert detail address] in the presence of the bidders who wish to attend. Bidders can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as

specified, the bids will be opened on the next working day at the same time and venue.

6. Bids must be accompanied by bid security and cost of bid documents including VAT of the amount as specified for the goods in the table above. The cost of bid documents shall be remitted in the shape of demand draft issued from any Nationalized/Scheduled Bank in favor of *[insert name/designation]* payable at *[insert details of bank]*.
7. After the date & time of submission of bid is over, the bidders must submit the original Bid security bank guarantee and Demand draft towards cost of Bid documents in the office of the *[insert detail address]* within five days of opening of financial Bid during office hours on working days failing which the bid will be rejected.
8. The bidding documents contain all other details.
9. The authority reserves the right to cancel any or all bids without assigning any reason.

[Insert Name and Designation of Bid Inviting
Officer]

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SECTION - I
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of goods as specified in the BDS. The name, identification, and number of lots (contracts) of the National Competitive Bidding (NCB) are provided in the BDS. The successful bidder will be expected to complete the supply of goods by the delivery schedule specified in the Schedule of Supply.

1.2 Throughout these bidding documents:

- a. The terms 'in writing' means communicated in written form and delivered against receipt;
- b. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- c. "day" means calendar day.

2. Source of Funds

2.1 The expenditure on this project will be met from the funds as indicated in BDS.

3. Eligible Bidders

3.1 A Bidder may be a natural person, private entity or legally and financial autonomous Government owned enterprises.

3.2 This Invitation for Bids is open to all bidders registered with the Government of Odisha or other State Governments/Government of India/MES/Railways/Public Sector Undertakings. Contractors not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal, but have to subsequently register themselves with the appropriate registering authority of the State of Odisha before award of the contractor as per prevalent registering norms of the State.

3.3 **All Bidders are required to register in the e-procurement portal.** The 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 have 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)/VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/VAT Clearance. Any change of information by the bidder is to be re- authenticated by the State Procurement Cell. After successful authentication, the bidder can participate in the online bidding process.

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- 3.4 Joint Ventures are eligible for goods costing more than the value specified in the BDS.
- 3.5 A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a. they have controlling partner in common; or
 - b. they receive or have received any direct or indirect subsidy from any of them; or
 - c. they have the same legal representative for purposes of this bid; or
 - d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employers regarding this bidding process; or
 - e. a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- 3.6 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with clause 4.

4. Corruption or Fraudulent Practices

- 4.1 It is required that the supplier observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:
- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 4.2 The Purchaser will reject a proposal for evaluation, and/or award if it determines that the Supplier recommended for award has engaged in any of the practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 4.3 Furthermore, Supplier may be aware of the provision stated in clause 3 of the Conditions of Contract.

5. Eligible Goods and Related Services

- 5.1 All goods and related services to be supplied under the Contract shall be from India.
- 5.2 For purposes of this Clause, the term 'goods' includes commodities, raw material, machinery, equipment and industrial plants; and 'related services' includes services such as insurance, packing, transportation, installation, commissioning, training and initial maintenance.

B. BIDDING DOCUMENTS

6. Content of Bidding Documents

- 6.1 The set of bidding documents comprises the documents listed below and corrigenda/addenda issued in accordance with Clause 8.

Section	Particulars
	Invitation for Bids (IFB)
I	Instructions to Bidders (ITB)
II	Conditions of Contract
III	Schedule of Requirement
IV	Specifications & Allied Technical Details
V	Price Schedule
VI	Contract Forms
VII	Other Standard Forms, if any, to be utilized by Purchasers and Suppliers

- 6.2 The Bidder is required to login to the e-procurement portal and download the above listed documents from the website mentioned in BDS. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

7. Clarification on Bidding Documents & Pre-Bid Meeting

- 7.1 A bidder requiring any clarification on the bidding documents may ask questions on line in the e-procurement portal using his/her Digital Signature Certificate (DSC), within the time specified in the BDS prior to the date and time for submission of Bids.
- 7.2 The bidder or his official representative is invited to attend a pre-bid meeting (A pre-bid meeting shall be conducted on the time and venue mentioned in the SBDs for value & goods more than by 50 lakhs.) which shall take place at the address and time as indicated in the BDS. The purpose of the meeting is to clarify the issues and to answer questions on any matter that relates to the bid. The bidder may submit any question in writing or by post or by email, but the question shall have to be received by the Bid Inviting Officer prior to the date and time of the pre-bid meeting.
- 7.3 The Employer's response to the queries shall be posted in the portal without mention of the identity of any bidder.
- 7.4 Any modification of the bidding documents listed in sub-clause 8.1 which may become necessary as a result of the clarification, shall be made by the Employer through the issue of an Addendum/Corrigendum pursuant to Clause 8 in the portal.

8. Amendment to Bidding Documents

- 8.1 Before the date for submission of bids, the Employer may modify the bidding documents by issuing corrigenda and addenda.
- 8.2 Any corrigendum or addendum thus issued shall be part of the bidding documents.
- 8.3 The corrigenda and addenda shall be published in the website <http://tendersodisha.gov.in>.
- 8.4 To give reasonable time minimum 7 days to the prospective bidders to take a corrigendum/addendum into account in preparing their bids, the Employer shall extend as necessary the date for submission of bids, in accordance with Sub-Clause 21.2.

C. PREPARATION OF BIDS

9. Cost of Bidding

- 9.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

10. Language of the Bid

- 10.1 All documents relating to the bid shall be in the English language.

11. Documents comprising the Bid

11.1 The bid shall comprise the following:

- a. Bid Submission Sheet and the applicable Price Schedule, in accordance with ITB Clause 12, 14 and 15;
- b. Bid Security in accordance with ITB 18, if required;
- c. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB clause 12;
- d. Documentary evidence in accordance with ITB 3 establishing the Bidder's eligibility to bid;
- e. Documentary evidence in accordance with ITB Clause 15, that the Goods and Related Services conform to the Bidding Document;
- f. Documentary evidence in accordance with ITB 16 establishing the Bidder's qualification to perform the contract if its Bid is accepted; and
- g. Any other document required in the BDS.

12. Bidder Information Form, Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bidder Information Form, Bid Submission Form using the form furnished in Section II, Bidding Form. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank space shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section I (H).

13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall confirm to the requirements specified below.

13.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.

13.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.

13.5 All duties, taxes and other levies payable by the Bidder under the contract, shall be included in the rates, price and total prices of the Bid be submitted by the Bidder.

13.6 Price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS.

13.7 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated

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in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 13.4, provided the bids for all lots are submitted and opened at the same time,

14. Currencies of Bid and Payment

14.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

15. Documents Establishing the Conformity of the Goods to the Bidding Document

15.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section III, Schedule of Requirements.

15.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section III, Schedule of Requirements.

15.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section III, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section III, Schedule of Requirements.

16. Documents Establishing the Qualification of the Bidder

16.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section I (I), Evaluation and Qualification Criteria.

16.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section I (H), to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country

17. Bid Validity

- 17.1 Bids shall remain valid for a period not less than period stated in the BDS after the date for bid submission specified in Clause 21. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may agree to or reject the request.
- 17.3 A bidder who has agreed to the Employer's request for extension of bid validity, in no case, shall not be permitted to modify his bid.

18. Bid Security

- 18.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount as shown in the IFB/BDS for this particular work, in favour of the person named in the IFB/BDS, and in one of the following forms.
- i. Receipt in Challan of cash deposit in the Government Treasury in India.
 - ii. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
 - iii. Indian Post Office/National Savings Certificate duly endorsed by the competent postal authority in India.
 - iv. Bank Guarantee from any scheduled Indian Bank, in the format given in
 - v. Fixed Deposit Receipt, letter of credit issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.
- 18.2 Bidders exempted from payment of Bid Security will be able to participate in the bid directly by uploading documentary evidences towards his eligibility.
- 18.3 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 28 days beyond the validity of the bid.
- 18.4 The bidder shall scan all the written/printed pages of the bid security and upload the same in portable document format (PDF) to the system in designated place of the Bid. Furnishing scanned copy of such documents is mandatory, otherwise his/her bid shall be declared as non-responsive and liable for rejection.
- 18.5 The Bid Inviting Officer will verify the original documents of all the uploaded scanned documents of the successful lowest bidder only within 5 days of opening of the financial bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, his/her bid shall not be evaluated, and the bidder shall be debarred in future from participating in all bids in the State for 3 years and will be recommended for blacklisting by the competent authority.
- 18.6 The Bid Security may be forfeited

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- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
- b. if the Bidder, in the event of being the successful Bidder, fails within the specified time limit to
 - i. sign the Agreement,
 - ii. furnish the required Performance Security, or
 - iii. deposit the required license fees with State Government to register itself as a Special/Super Class contractor with Government of Odisha within 15 (fifteen) days of issue of Letter of Acceptance of Bid.

18.7 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the performance security pursuant to Clause 36.

18.8 The Bid Security of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

18.9 Combined bid security for more than one work is not acceptable.

19. Alternative Proposals by Bidders

19.1 Conditional offers or alternative offers mentioned anywhere shall not be considered in the process of bid evaluation.

20. Format and Signing of Bid

20.1 Preparation of the Document

20.1.1 Price Schedule for goods and any other price related information/undertaking including rebates required under Section V.

20.1.2 Bidders are to submit only the original Price Schedule for Goods (in .xls format) uploaded by Bid Inviting Officer after entering the relevant fields without any alteration/deletion/modification. In case of item rate bid, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

20.1.3 Multiple submissions by any bidder shall lead to cancellation of his bid.

20.1.4 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

20.1.5 The bidder shall write his name in the space provided in the specified location in the Protected Price Schedule for Goods published by the Bid Inviting officer. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column.

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20.1.6 The bidder shall log on to the portal with his/her DSC and move to the desired bid for uploading the documents in appropriate place one by one simultaneously checking the documents.

20.1.7 The Bid Inviting Officer shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

20.1.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Price Schedule for Goods duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Bid Inviting Officer.

20.2 Signing of Bid

20.2.1 The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.

D. SUBMISSION OF BIDS

21. Date for Submission of the Bids

21.1 Bid shall be received only ONLINE on or before the date and time as notified in BDS.

21.2 The Employer may extend the date for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.

22. Timeline for Submission of Bids

22.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

22.2 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 Bid Inviting Officer.

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

22.4 Once submitted, the bids 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.

23. Late Bids

23.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid.

24. Modification, Resubmission and Withdrawal of Bids

- 24.1 Resubmission of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 24.2 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.
- 24.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Bid Inviting Officer citing reasons for withdrawal. The system shall not allow any withdrawal after the date and time of submission.

E. BID OPENING AND EVALUATION

25. Bid Opening

- 25.1 Bids cannot be opened before the specified date & time, even by the Bid Inviting Officer or the Procurement Officer or the Publisher. The date & time of opening bid is as specified in BDS.
- 25.2 Bid opening date and time is specified during bid creation or can be extended through corrigendum.
- 25.3 All Bid Opening Officers shall log-on to the portal to decrypt the bid submitted by the bidders. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- 25.4 In the event of the specified date of bid opening being declared a holiday for the Bid Inviting Officer, the bids will be opened at the same time on the next working day.
- 25.5 In case of all the bids being non-responsive, the Bid Inviting Officer shall complete the e-Procurement process by uploading the official letter for cancellation/re-bid.

26. Process to be Confidentiality

- 26.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 26.2 Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 4 and may result in the rejection of the Bidders' bid.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

27.2 Subject to clause 26, no Bidder shall contact the Employer on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it shall do so in writing.

28. Examination of Bids, and Determination of Responsiveness

28.1 During the detailed evaluation of "Bid", the Employer will determine whether each Bid

- a. meets the eligibility criteria defined in Clause 3 of ITB;
- b. meets the qualification criteria in accordance with the provision of Clause 16 of ITB; and
- c. is accompanied by the required bid cost and bid security and the required documents mentioned under Section I (H) including Qualification Criteria.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

28.3 If a Bid is not substantially responsive, it may be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation.

28.4 Non submission of legible documents may render the bid non-responsive.

29. Correction of Errors

29.1 There shall be no arithmetical correction due to e-procurement processes.

30. Conversion to Single Currency

30.1 The bidder shall quote the prices in INR only.

31. Evaluations and Comparison of Substantially Responsive Bids

- 31.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Sub-Clause 28.2.
- 31.2 To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in ITB Clause 31. No other criteria or methodology shall be permitted.
- 31.3 Evaluation shall be done for all the items in required quantities. In the case that the Bidder fails to bid for all items and quantities as specified, the bid shall be treated as non-respective and shall be rejected. The Bid Price as quoted shall be evaluated in accordance with ITB Clause 13.
- 31.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 13 one or more of the following factors:
- a. delivery schedule offered in the bid;
 - b. the cost of components, mandatory spare parts, and service, and
 - c. other specific criteria indicated in the Technical Specifications
- 31.5 The Purchaser reserves the right to accept or reject any non-material variation or deviation. Variations and deviations and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Bid evaluation.

32. Negotiation of Bids

- 32.1 For examination, evaluation, and comparison of bids, the Bid Inviting Officer may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

F. AWARD OF CONTRACT

33. Award Criteria

- 33.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- 33.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, the Bidder shall be debarred in future from participating in all the Bids bid for three years and will be recommended for blacklisting by the competent authority. In such a situation, the next successful bidder will be required to produce his original documents for consideration of his bid at the negotiated rate equal to lowest bidder. Otherwise the tender will be cancelled.

34. Employer's Right to accept any Bid and to reject any or all Bids

34.1 Notwithstanding Clause 33, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

35. Employer's Right to Vary Quantities at the Time of Award

35.1 The Employer reserves the right at the time of contract award to increase or decrease the quantity of Goods originally specified in Section III Schedule of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

36. Notification of Award and Signing of Agreement

36.1 The Bidder, whose Bid has been accepted, shall be notified of award by the Employer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the supply, completion and remedying defects of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

36.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 37, within 21 days of issue of letter of acceptance.

36.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of the Employer within 28 days following the issue of the Letter of Acceptance.

36.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

37. Performance Security

37.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security valid for a period as stipulated in Clause 17 of Conditions of Contract in the form given below for an amount **equivalent to 10% of the Contract price.**

- a Bank Guarantee in the form given in Section VI;

37.2 If the performance security provided by the successful Bidder in the form of Bank Guarantee shall be issued either (a) at the Bidder's option, by a Nationalized/

Section I – Instruction to Bidder (ITB)

Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

- 37.3 In the event of the successful Bidder failing to comply with the requirements of Sub- Clause 37.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

38. Dispute Resolution

- 38.1 Any dispute arising out of the contract shall be resolved through the provisions of Arbitration & Conciliation Act, 1996.

39. Grievance Reprisal Procedure/Complaint Procedure

- 39.1 The bidder has the right to submit a written and signed complaint at any stage in the procurement. The complaint will be addressed to the officer who has invited the bids.
- 39.2 The Bid Inviting Officer shall, within 5 working days of receipt of the complaint, acknowledge the receipt in writing to the complainant indicating that it has been received and the response will be sent in due course after detailed examination.
- 39.3 The Bid Inviting Officer shall convey the final decision to the complainant on the complaint received within reasonable time.

G. BID DATA SHEET (BDS)*[The Employer shall fill up all the details required in the BDS]*

A. Information	
ITB 1.1	The Employer is:
ITB 1.1	The name of the NCB is: Procurement of the _____ State. The identification number of the NCB is: Bidders may bid for one or more lots with all required quantities for each lot. The bid evaluation and contract award shall be done on the basis of each lot.
ITB 2.1	The name of the Project is:
ITB 3.4	The value to be considered is Rs. 5 crore
B. Bidding Document	
ITB 6.2	https://tendersodisha.gov.in
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Street Address: Floor/Room number: City: ZIP Code: Country: Telephone: Facsimile number: Electronic mail address:
C. Preparation of Bids	
ITB 11.1 (g)	The Bidder shall submit the following additional documents with its Bid: NIL
ITB 13.6	The prices quoted by the Bidder shall be: Fixed
ITB 13.7	Prices quoted for each lot shall correspond to 100 % of the items specified for each lot. The Bid evaluation and contract award shall be done on the basis of each lot.
ITB 16.2	The Bidder shall be required to include with its bid, the Manufacturer's

Section I – Instruction to Bidder (ITB)

	Authorization Letter.
ITB 17.1	The bid validity period shall be 90 days.
ITB 18.1	A Bid Security is required. The amount and currency of the bid security shall be : 2% of the bid amount of each lot in Indian Rupees.
D. Submission and Opening of Bids	
ITB 21.1	The deadline for bid submission is: Date: Time:
ITB 25.1	The bid opening shall take place at: Street Address: Floor/Room number: City : Country: Date: Time:
E. Award of Contract	
ITB 35.1	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%

H. Information and Documents to be Submitted Along with the Bid

1. Bidder Information Form
2. Bidders Bid in Bid Submission Form
3. Price Schedule – Goods
4. Qualification Information
5. Bid Security Document
6. Cost of Bid Document
7. Evidence of Access to or Availability of Credit Facility
8. Statement of Ethical Conduct, Fraud and Corruption
9. Manufacturer’s Authorization Letter

Section I – Instruction to Bidder (ITB)

1. BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. In case of Joint Venture, Consortium, Association, the required information should be provided for each party including subcontractors. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ *[insert date (as day, month and year) of Bid Submission]*

NCB No.:

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's Registration Details:
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in India of Registration: <input type="checkbox"/>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> - Articles of Incorporation or Registration of firm named in 1, above. In case of JV, letter of intent to form JV or JV agreement.

Signed _____ (signature of Bidder as Registration of Firm)

Name: _____ *[insert full name]*

Title: _____ *[insert official title]*

2. BIDDERS BID IN BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ *[insert date (as day, month and year) of Bid Submission]*

NCB No.:

To: Purchasing Address

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, including any discounts offered is:
- (d) Our bid shall be valid until and included as specified in ITB Sub-Clause 17.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 21.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 37 and COC Clause 17 for the due performance of the Contract;
- (f) We, including any subcontractors or suppliers for any part of the contract, have Indian nationality that of *the Bidder, if the Bidder is a JV, of each*
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.5;
- (h) Our firm, its affiliates or subsidiaries, including suppliers for any part of the contract, has not been declared ineligible, in accordance with ITB Sub-Clause 3.6;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Section I – Instruction to Bidder (ITB)

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

3. PRICE SCHEDULE – GOODS

Date: _____

NCB No.:

Item No.	Description of Goods	Delivery Period	Country of origin	Quantity and Physical Unit	Unit price per item delivered at Final Destination (Project Site)¹	Total price per item (cols. 5 x 6) delivered at Final Destination (Project Site)¹
1	2	3	4	5	6	7
		<i>[insert quoted Delivery Date]</i>	<i>Insert the country of origin of the Goods</i>		<i>[Insert unit price per item in Rupees]</i>	<i>[insert total price per item in Rupees]</i>
1						
2						
3						
4						
5						
6						

¹ Currency to be used is Indian Rupees.

The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local costs for delivery of the goods up to final destination.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

4. QUALIFICATION INFORMATION

- A. Details of satisfactory completion of contract for supply of similar goods in the preceding five years providing documentary evidence such as contract agreement, completion certificate, certified final invoice, final delivery for each contract.
- B. Evidence of access to the line of credit or costs in Bank Account and attach copies of support document in the attached format.
- C. Manufacturers Authorization letter for the goods in question and signed by authorized person.
- D. Name, address, e-mail id, telephone and fax number of Bidders Banker who may provide reference if contacted by the Employer.

5. BID SECURITY DOCUMENT

Refer Annexure I – Bank Guarantee format for furnishing Bid Security or other document as specified in clause 18 of ITB.

6. COST OF BID DOCUMENT

[The Contractor shall furnish the cost of bid document as specified in the invitations for bids (IFB)]

7. EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely “[**Insert name of the work**]” is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Name of Senior Bank Manager

Address of the Bank

Bank Seal

8. STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION

We the undersigned confirm in the preparation of our bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow the Government of Odisha to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. In connection with this procurement exercise and any contract that is awarded to us as a result thereof, no payments have been made or will be made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staffs, associates, consultants, employees or relatives of such who are involved with the procurement process, contract implementation, and the issuance of progress payment on behalf of the purchaser, client or employer.

Signed: *[signature of person authorized by the Bidder to sign the bid submission form and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

9. MANUFACTURER’S AUTHORIZATION LETTER

Date :.....
NCB No.:.....
Invitation for Bid No.:.....
Alternative No.:.....

To:
.....

WHEREAS who are official manufactures of having factories at do hereby authorize to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name:.....

In the Capacity of:.....

Signed:.....

Duly authorized to sign the Authorization for and an behalf of:.....

Date:.....

I. Evaluation and Qualification Criteria

- 1. Evaluation Criteria** – Bidders may bid for one or more lots with all required quantities in each lot. The bid evaluation and contract award shall be done on the basis of each lot.
- 2. Qualification Criteria: Must fulfill each of the following qualifications:**
 - (a) The Bidder has satisfactory completed at least one contract for supply of similar equipment in the preceding three years of not less than 50% of the bid price of each lot. The bidder shall provide the documentary evidence such as contract agreement, completion certificate, certified final invoice, final delivery, etc. for each lot along with his bid.
 - (b) The bidder has availability of liquid assets through access to the line of credit or costs in bank account of an amount at least 50% of the bid price for each lot.
 - (c) Manufacturer’s Authorization Letter signed by Authorized person.
 - (d) Name, address, e-mail id, telephone and fax number of Bidder’s Banker who may provide reference if contacted by the Employer.

SECTION II – CONDITIONS OF CONTRACT

Section II – Conditions of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein as named and referenced. The following documents comprises the contract;
 - (i) The Contract Agreement.
 - (ii) Conditions of Contract.
 - (iii) Technical Requirement (including schedule of Requirements and Technical Specification).
 - (iv) The Supplier’s Bid and Original Price Schedules.
 - (v) The Purchasers Notification of Award.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other Related Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “COC” means the Conditions of Contract contained in this section.
- (f) “The Purchaser” means the organization purchasing the Goods, as named in IFB.
- (g) “The Purchaser’s state” is Odisha.
- (h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and named as -----.
- (i) “GOO” means the Government of Odisha.
- (j) The final Delivery Destination is -----.
- (k) “Day” means calendar day

2. Applications

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Fraud and Corruption

3.1. The Government of Odisha (GOO) requires that the bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the GOO:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

Section II – Conditions of Contract

- (i) *“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and*
 - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GOO of the benefits of free and open competition;*
 - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*
 - (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*
- (b) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the GOO if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
- 3.2. The GOO will have the right to require that Suppliers permit the Purchaser to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the GOO.

4. Language

- 4.1. The language of the Contract is English.

5. Joint Venture, Consortium or Association

- 5.1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

6. Eligibility

- 6.1. The Supplier and all the parties constituting the supplier shall have the Indian Nationality.

7. Notices

- 7.1. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified. The term “in writing” means communicated in written form with proof of receipt

The Purchaser’s address for notices is..... The supplier’s address for notices is.....

- 7.2. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

Section II – Conditions of Contract

8. Applicable Law

8.1. The Contract shall be governed by and interpreted in accordance with the laws of state of Odisha.

9. Resolution of Disputes

9.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

9.2. The Odisha Chamber of Commerce (OCC) may be asked by either party to provide the CV's of three available adjudicators. Each party shall then strike off the name of one of the proposed adjudicators and the remaining one shall be appointed.

9.3. The Adjudicator shall be paid by the hour at the rate proposed by the OCC, together with reasonable expenses to cover accommodation, travel and communications as necessary. The cost shall be divided equally between the Purchaser and Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

9.4. All disputes arising in connection with the present Contract that cannot be resolved to the satisfaction of either one of the parties through adjudication may be referred to and settled in accordance with the Arbitration and Conciliation Act, 1996 and the ruling of the Arbitrator shall be binding on both parties.

9.5. Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

10. Scope of Supply

10.1. The Goods and Related Services to be supplied shall be as specified in Section III, Schedule of Requirements.

11. Delivery and Documents

11.1. The Supplier shall be entirely responsible for the supply, including delivery, of the Goods and Related Services, if any, at the final destination (Project Site).

11.2. Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier pursuant are specified as under: -

12. Contract Price

12.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, No price adjustment will be possible. The Purchaser exercising its right to vary quantities at the time of award shall be in accordance with **ITB Clause 32**.

13. Payment

13.1. The method and conditions of payment to be made are as under: -

Section II – Conditions of Contract

13.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to **COC Clause 11.2**, and upon fulfillment of other obligations stipulated in the Contract.

13.3. Payment shall be made in Indian Rupees.

14. Taxes and Duties

14.1. A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

15. Risk and Title

15.1. Risk and title of/for the goods shall pass upon delivery to the project site as described in the **COC Clause 1.1(J)**.

16. Permits, Approvals and Licenses

16.1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

17. Performance Security

17.1. The Performance Security shall be provided to the Purchaser no later than 21 days after the Supplier's receipt of the Notification of award and shall be in an amount equal to 10% of the total Contract Price in the form of an unconditional bank guarantee issued by a Bank acceptable to the Purchaser, using the form included in Section VI, Contract Forms. The Performance Security shall be valid until a date 45 days beyond the date of final delivery date of the goods. The currency shall be that of the Contract.

17.2. Prior to the expiry of the performance security, the Supplier will provide to the Purchaser a second performance security in the form of an unconditional bank guarantee issued by a Bank acceptable to the Purchaser using the form included in Section VI, Contract Forms in the amount of 5% of the total contract price valid until a date 1 calendar month beyond the date of the expiry of the Supplier's warranty obligations as described in **COC Clause 24**. Within seven (7) days of receipt of the second performance security from the Supplier, the Purchaser shall return the first performance security to the Supplier.

17.3. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18. Confidentiality

18.1. Subject to **COC Clause 3** the Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

Section II – Conditions of Contract

18.2. The provisions of this Clause shall survive completion or termination, for whatever reason, of the Contract.

19. Subcontracting

19.1. The Supplier shall notify the Purchaser in writing and obtain the prior approval of the Purchaser before awarding any subcontract under the Contract if not already specified in the bid. Such notification by the Supplier, in the original bid or later, or approval by the Purchaser, if granted, shall not relieve the Supplier from any liability or obligation under the Contract.

19.2. Subcontracts shall comply with the provisions of COC Clauses 3 and 6.

20. Standards

20.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

21. Packing and Marking

21.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

21.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

22. Inspection and Tests

22.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications shall specify what inspections and tests the Purchaser requires, if any and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

22.2. The Purchaser shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and boarding and lodging expenses.

22.3. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

Section II – Conditions of Contract

- 22.4. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The costs of any repeated tests and inspections necessitated by a failure of the goods to pass inspection will be to the Supplier's account and deducted from the sums due to the Supplier and the contract value reduced accordingly.
- 22.5. Any inspections and tests undertaken in no way relieve the Supplier of any of its obligations under the Contract.

23. Liquidated Damages

- 23.1. With the exception of force majeure events as described in **COC Clause 27** and subject to contract amendments described in **COC Clause 28** if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, one tenth of one percent per day of the contract value of the remaining items of contract yet to be supplied subject to a maximum of ten percent of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to **COC Clause 31**.

24. Warranty

- 24.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 24.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 24.3. This warranty shall remain valid for **twelve (12) months** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 24.4. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 24.5. Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 24.6. If the Supplier, having been notified, fails to remedy the defect(s) within 21 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 24.7. Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate described in **COC Clause 23** without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

Section II – Conditions of Contract

25. Patent Indemnity

25.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Odisha.

26. Limitation of Liability

26.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to **COC Clause 25**.

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Force Majeure

27.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and 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.

27.2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

28. Change Orders

28.1. The Purchaser may at any time, by a written order given to the Supplier pursuant to **COC Clause 7**, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier

28.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.

28.3. Subject to **COC Clause 7**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

Section II – Conditions of Contract

29. Extension of Time

- 29.1. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 29.2. Throughout the period of contract performance up to and including the Purchaser's acceptance of the goods the Supplier will provide monthly progress reports on the status of manufacturer, assembly, packing, consolidation and shipment as appropriate.

30. Spare Parts

- 30.1. The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
 - (c) Supplier shall ensure supply of spare parts for a period of 5 years from the date of delivery of goods.

31. Termination for Default

- 31.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to **COC Clause 29**; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 31.2. For the purpose of **COC Clause 31.1** "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the GOO, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

Section II – Conditions of Contract

artificial non-competitive levels and to deprive the GOO of the benefits of free and open competition.

32. Termination for Insolvency

- 32.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

33. Termination for Convenience

- 33.1. The Purchaser, by written notice sent to the Supplier, 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 the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 33.2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

34. Assignment

- 34.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

35. Transportation

- 35.1. The Supplier is required under the Contract to transport the Goods to the final destination (Project Site). Transport to such final destination including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and related costs are deemed to be included in the Contract Price. The Supplier shall be free to use transportation through carriers registered in India, in accordance with COC sub-clause 6.1

36. Insurance

- 36.1. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at the final destination (Project Site). The insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "All Risk" basis including War Risks and Strikes. The Supplier shall be free to provide insurance through firms registered in India, in accordance with COC sub-clause 6.1.

SECTION III – SCHEDULE OF REQUIREMENTS

Item N°	Description of Goods	Qty	Physical unit	Manufacture's Authorization	Delivery Final Destination (Project Site) as specified in COC 1.1 (j)	Delivery Final Destination (project site)	
						Delivery Period	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1			Unit	M ¹		To be completed by Purchaser	[insert the number of days following the date of signing of Contract]
2			Unit	M	Ditto	ditto	
3			Unit	M	Ditto	ditto	
4			Unit	-	Ditto	ditto	
5			Unit	M	Ditto	ditto	
6			Unit	M	Ditto	ditto	

SECTION IV – SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Item No.	<u>MINIMUM</u> TECHNICAL REQUIREMENT Title & Description (To be completed by the Employers)	QTY	STATEMENT OF COMPLIANCE [Bidders are requested to specify for each item offered: article no, brand name, AND any deviation from technical requirements ¹]
1	<p><u>Technical Specifications of Goods to be purchased</u> ----- Warranty: One year on all parts and three years on maintenance and service from the date of delivery.</p> <ul style="list-style-type: none"> • Warranty & Maintenance Service Certificate is required after delivery. <p>One- site installation and testing is required.</p>		
2	<p><u>Technical Specifications of Goods to be purchased</u> ----- Warranty: One year on all parts and three years on maintenance and service from the date of delivery.</p> <ul style="list-style-type: none"> • Warranty & Maintenance Service Certificate is required after delivery. <p>One- site installation and testing is required.</p>		
3	<p><u>Technical Specifications of Goods to be purchased</u> ----- Warranty: One year on all parts and three years on maintenance and service from the date of delivery.</p> <ul style="list-style-type: none"> • Warranty & Maintenance Service Certificate is required after delivery. <p>One- site installation and testing is required.</p>		

Section V – Price Schedule

SECTION V – PRICE SCHEDULE – GOODS

Date: _____

NCB No.:

Item No.	Description of Goods	Delivery Period	Country of origin	Quantity and Physical Unit	Unit price per item delivered at Final Destination (Project Site) ¹	Total price per item (cols. 5 x 6) delivered at Final Destination (Project Site) ¹
1	2	3	4	5	6	7
		<i>[insert quoted Delivery Date]</i>	<i>Insert the country of origin of the Goods</i>		<i>[Insert unit price per item in Rupees]</i>	<i>[insert total price per item in Rupees]</i>
1						
2						
3						
4						
5						
6						

¹ Currency to be used is Indian Rupees.

The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local costs for delivery of the goods up to final destination.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VI – CONTRACT FORMS

ANNEXURE I – BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY

ANNEXURE II – BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

ANNEXURE III – AGREEMENT FOR SUPPLY OF GOODS

ANNEXURE IV – BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT - DELETED

Annexure-I
Bank Guarantee Format for furnishing Bid Security

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WE ofhaving our registered office at.....are bound unto(hereinafter called the “Purchaser”) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the
Common Seal of the said Bank this.....day of.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuse to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 28 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at out* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the state headquarters.

Annexure-II
Bank Guarantee Format for Performance Security

To

The Governor of Odisha.

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no date..... to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the supplier before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the state headquarters.

Annexure-III
Agreement for Supply of Goods

THIS AGREEMENT made this.....day of.....20..... BETWEEN M/s& Co Ltd having registered officer at in the State of (hereinafter called the 'Supplier' which expression shall, unless excluded in the subject or context, include the heirs, successors, legal representatives, and permitted assigns) of the one Part.

AND

The Governor of Odisha (hereinafter called the 'the Governor' which expression shall, unless excluded in the subject or context, include the heirs, successors, legal representatives, and permitted assigns) of the other Part.

WHEREAS the Governor wants to purchase the goods mentioned in the schedule.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOW:

1. That the time shall be the essence of the contract and supplier shall supply the goods in the schedule completely so as to make delivery.....(place) on or before the datefailure to do which will entitle the Governor to rescind the contract immediately.
2. That the goods shall be of the specifications and price mentioned against each. Any variation on inspection will entitle the Governor to refuse the consignments either in whole or in part, as the case may be, the whole, if the part renders it useless.
3. That the goods shall be inspected at.....(place) in the presence of the officers of both parties duly authorized in that behalf on a day fixed in a notice by either of the parties, provided such day is not postponed for more than a period of two months after the date given in the notice. Default by the Supplier shall disentitle him to raise any objection subsequently to the result of inspection made by the Governor in his absence and claim any compensation on that account.
4. That the Supplier shall guarantee durability of the goods for a period offrom the date of completion of supplies and installation in the case of machineries and any damage, done to the goods in the usual course of use or any deficiency, detected in them subsequent to such completion and installation and during the period aforesaid shall be made good to render due service at the cost of Supplier within a period of 21 days from the date of receipt of the notice in that behalf and no decision shall be taken by the Supplier or any person on his behalf as to the defects or deficiency without notice to the Governor failure to do so shall be deemed that the Supplier has no intention to discharge the obligation and thereupon the amount of security, deposited separately or withhold from his bill, shall stand forfeited to the Governor. The Supply of goods other than machineries shall be deemed to be complete only after final approval by the officer duly authorized on inspection whose decision shall be final and in case of machineries exactly in the same manner and installation which would include test working for 7 (seven) days.
5. The Goods shall be duly packed and insured by the Supplier for transit and be dispatched at the risk of the carriers and the Governor shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.
6. That the price of goods shall be paid in advance or on the completion of supplies and installation as the case may be in agreed installments on bills submitted (as indicated in the Payment Schedule) provided the Governor may withhold payment of percent of the total amount payable as security for the period of guarantee if no amount equal thereto has already been deposited as such.

Section VI – Contract Forms

7. That any damage or deficiency if not removed during the stipulated period by the Supplier may be removed by the Governor at his cost to be reimbursed by the Supplier. Any amount payable to the Governor hereunder shall be recovered as public demand under the Orissa Public Demand Recovery Act, 1963 and shall bear 6% interest per annum till certificate for recovery is filed.
8. That the supplier shall deposit Rs.....towards performance security at the time of acceptance of tender for due performance of the covenants hereof and such money shall be forfeited to the Governor in case of breach of all or any of the covenants.
9. That any dispute arising hereunder shall be resolved in the following manner:
.....
.....
10. That Sri.....is duly authorized in the order No.....datedby the Governor and Sri.....on behalf of the company to execute the deed.
11. The cause of action hereunder shall always be deemed to arise at.....
12. That the stamp duty shall be borne by.....

SCHEDULE OF GOODS

Name of the Goods	Specification with number and make etc	Price agreed

SCHEDULE OF PAYMENT

Mode of Payment	% of Price	Condition precedent for payment	Remarks
Payment against Supply/ Installation			

IN WITNESS WHEREOF the parties hereto have signed this deed this day..... of Mentioned against the signature of the each in the presence of.....

Witness

Annexure-IV
Bank Guarantee Format for Advance Payment - Deleted

THIS DEED OF GUARANTEE made on.....day of.....20.....BETWEENBank a Banking Company incorporated under the Banking Companies Act, 19And having its registered office at In the State of(hereinafter called the ‘Governor’) of the ONE PART AND the Governor of Odisha (hereinafter called the ‘Governor’) of the OTHER PART.

WITNESS AS FOLLOWS:-

In consideration of the Governor of Odisha (hereinafter called the ‘Governor’) having agreed to advance a sum of Rs.....(.....) to (name and address of the supplier) (hereinafter called “the supplier”) against supplies of articles concerned by and under the terms and conditions upon agreement dated made between supplier and the Governor of Odisha on the Production of a bank guarantee for Rs.....(.....) we hereby guarantee the payment of sums of money that may be due to the Government of account of any breach of the terms and conditions contained in the aforesaid contract on demand with interest at 15% per annum till payment.

1. We hereby further agree that we are aware of all the terms and conditions of the said contract and shall abide by the decision of the Secretary to Government of the Odisha Department as to whether there has been any breach of the terms and conditions of the said contract and as to whether the supplier is liable to pay any sum as so determined.
2. Any demand made us for payment of any sum in discharge of this guarantee shall be conclusive proof of the fact that there has been a breach of said contract by the suppliers which warrants the enforcement of this guarantee and is binding on the Bank without prejudice to the claims and counter claims of the parties in the proper court of law.
3. This guarantee shall continue to be enforceable till all dues of the Government under or virtue of the said contract have been fully and paid and its claims are satisfied or discharged or till theDepartment or the

Section VI – Contract Forms

.....Government certifies the terms and conditions of the said contract have been fully and properly carried out by the said suppliers and accordingly discharges the guarantee subject however that the Government has no right under this bond after the expiry of..... Form the date of its execution, unless the said Government choose to further extend the said period or extended period of guarantee by giving reasonable notice in writing to the bank on account of any special circumstances of which the Government shall be the sole judge.

This guarantee shall be valid until the.....day of.....20.....

Ourbranch at.....* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our.....* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the state headquarters.

SECTION VII – OTHER STANDARD FORMS IF ANY, TO BE UTILIZED BY PURCHASERS AND SUPPLIERS