CUTTACK MUNICIPAL CORPORATION

HOUSING AND URBAN DEVELOPMENT DEPARTMENT

BIDDING DOCUMENT FOR

Name of the Work	:	PROCUREMENT OF ANTILARVA AGENTS FOR CONTROL OF MASQUITO MENANCE IN THE CITY OF CUTTACK
Bid Inviting Officer	:	Commissioner Cuttack Municipal Corporation
Tender Call Notice No.	:	10021/29.08.2022

CUTTACK MUNICIPAL CORPORATION

HOUSING AND URBAN DEVELOPMENT DEPARTMENT

COMPETITIVE BIDDING

Sl. No.	Items		Details
1.	Description of Goods	:	**PROCUREMENT OF ANTILARVA AGENT FOR CONTROL OF MASQUITO MENANCE IN THE CITY OF CUTTACK**
2.	Tender Call Notice No.	:	10021
3.	Estimated Cost Put to Bid	:	—
4.	Period of Delivery	:	12 Months
5.	Availability of Bid Document in the Cuttack Municipal Corporation Website : cmccuttack.gov.in	:	From 11.00 AM on dt. 30.8.22 to 5.00 PM on dt. 13.09.22
6.	Date for Receipt of Queries/Date of Pre-bid	:	Date: 13.09.22 Time: 11.00 A.M
7.	Last Date and Time for Submission of Bids	:	Date 15.09.22 Time : 5 P.M (Online) Date 15.09.22 Time : 5 P.M(Offline)
8.	Time and Date of Opening of Bids	:	Date 16.09.22 Time: 11 A.M
9.	Place of Opening of Bids	:	Conference Hall of Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, 753009
10.	Bid Inviting Officer (BIO)	:	Commissioner Cuttack Municipal Corporation

CUTTACK MUNICIPAL CORPORATION
INVITING FOR BIDS (IFB)
Tender Call Notice No. / Date. 10021/29.8.2022

1. The Commissioner, Cuttack Municipal Corporation,BijuBhawan, Choudhury Bazar, Cuttack, invites sealed quotations in two bid system, Part-I : Techno Commercial bid & Part II : Price bid from the Manufacturer or their authorized representative (i.e. Authorized Dealer or Authorized distributors / Registered firms for the supply of Antilarva Agent as detailed in the table below.

2. Bid documents consisting qualifying information eligibility criteria of bidders, technical specification, the schedule of quantities and the DTCN containing the set of terms & conditions of contract and other necessary documents can be seen in the CMC **website : cmccuttack.gov.in.**with effect from 11.00 AM on dt.30.08.22 to 5.00 PM on dt.13.09.2022The bidders downloading the bid document from the website as mentioned above are required to pay 1% EMD & TPC of the Quoted Value which includes 5% GST and Non Refundable in nature in shape of demand draft drawn in favour of Commissioner, Cuttack Municipal Corporation from any Nationalized or Schedule Bank Payable at Cuttack .

3. The eligibility criteria to participate in the tender has been mentioned in the DTCN. The Bidder should go through these eligibility criteria before participating in the bid. Bidders who submit the bid, not fulfilling the eligibility criteria can do so at their own risk, as tender submitted by them will summarily be rejected. The Basic information & key dates relating to the tender are as follows.

Sl. No.	Details of Activities	Remarks
A	Procurement officer	Commissioner, Cuttack Municipal Corporation, Cuttack
B	**Tender Call Notice No.**	10021
C	Name, Address and contact Number for `seeking clarification including Details of the contact personnel :	Health Officer, Cuttack Municipal Corporation, Cuttack.
(i)	Name / designation	City Health Officer, Cuttack Municipal Corporation
(ii)	Telephone numbers	0671-2957272
(iii)	E-mail ID:	cityhealthofficercuttack@gmail.com

(iv)	Bids related queries to be addressed to	Health Officer Cuttack Municipal Corporation
(v)	Postal address for sending the bids	Commissioner, Cuttack Municipal Corporation At BijuBhawan, Choudhury Bazar, Dist :Cuttack.Pin 753009
D	Availability of Bid document	From 11.00 AM on dt. 30.8.22 to 5.00 PM on dt. 13.09.22 in www.cmccuttack.gov.in
E	Date and time of opening of tender	Date 16.09.22 Time: 11 A.M
F	Last date of hard copy submission of tender document.	On or before 5.00 PM on dt. 15.09.22 through **Registered Post or Speed Post***(Neither through Courier nor by Hand)*

4. (i) The bidders for the purpose of participation in tender have to deposit the amount a sum equivalent to 1% of quoted value as Earnest Money in the following manner i.e. in shape of (a) Deposit receipt of schedule bank (b) KissanvikashPatra (c) Post Office savings Bank Account (d) National Savings Certificate. (e) Post Office Deposit Account in the name of Individuals Company **or** in shape of demand draft drawn in favour of Commissioner, Cuttack Municipal Corporation from any Nationalized or Schedule Bank Payable at Cuttack.
(ii) Non submission of EMD along with the bid at the time of submission of tender in the manner as prescribed will be lead to the rejection of bid.

(iii) The successful bidder deposit 1% as a ISD **(Initial Security Deposit)**

5. (i) The bidders are requested to submit their bids in the original Bill of Quantity (BOQ) uploaded by the publisher after entering the relevant fields without any alternation / Deletion / modification. Submission of multiple bill of quantity (BOQ) shall be lead to the cancellation of bid.

(ii) Bids must be accompanied with documents as required for fulfillment of minimum eligible criteria, experience certificate, Registration Certificate, Financial Instrument towards cost of Tender document and Bid Security (EMD), Valid GST Number, PAN Card, Required affidavit towards availing correctness of Information, Affidavit towards price preference, Undertaking towards not have been blacklisted in the recent Past and should be submitted in the address on or before the date specified in the clause- 4 of NIT.

(iii)The Bids completed in all respect should be submitted to the procurement officer super scribing**"Procurement of Antilarva Agent"**Indicating the Tender Call Notice No. & Due date of opening in the postal address as mentioned in the clause no.4. The tender will be opened on dt. 16.09.22 at 11 AM AM in the presence of bidders or their authorized agents who wish to attend

6. The bid should be valid for 60 (Sixty) days from the date of opening of the tender.
7. Further details relating to tender can be seen in the website **www.cmccuttack.gov.in** and any Addendum issued shall be part of the bidding document and shall be notified in the said website / Notice Board and through paper publication
8. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

COMMISSIONER
CUTTACK MUNICIPAL CORPORATION

Memo No. 15022 (PW) / Date. 29.08.2022

Copy submitted to the Deputy Director (Advertisement) & Deputy to Govt. I & P.R. Dept., Govt. of Odisha, Bhubaneswar Email. : ipr.advt@gmail.com, iprnews@gmail.com for information & necessary action with request for Publication of E-Procurement Notice in 02(Two) nos. of leading Oriya Dailies 01 (One) nos. of Local English daily Newspaper at an early date for wide circulation once in with a minimum space & font size of '8' at the I & P.R. rate on or before Dt. 30.08.2022 for the information of the general public and submit bill in duplicate along with copy of the above publication for necessary payment at this end. You are further requested to submit a copy of the above publication to the undersigned at Bijubhawan, Choudhury Bazar, Cuttack.

29/8/22
HEALTH OFFICER
CUTTACK MUNICIPAL CORPORATION

Memo No. 15023 (PW) / Date. 29.08.2022

Copy submitted to the Dy. Commissioner (Sanitation)/City Engineer/Finance Officer/Mr. BibhutiBhusanSahoo, MIS, instructed to upload the same in the CMC web site.

29/8/22
HEALTH OFFICER
CUTTACK MUNICIPAL CORPORATION

Memo No. 15024 (PW) / Date. 29.08.2022

Copy submitted to the Nodal Officer, e-Procurement System, H & UD Department, Govt. of Odisha, Bhubaneswar for favour of kind information.

29/8/22
HEALTH OFFICER
CUTTACK MUNICIPAL CORPORATION

Memo No. 15025 (PW) / Date. 29.08.2022

Copy submitted to the Hon'ble Mayor for kind information.

29/8/22
HEALTH OFFICER
CUTTACK MUNICIPAL CORPORATION

COMMISSIONER
CUTTACK MUNICIPAL CORPORATION

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SECTION–I- INSTRUCTIONTOBIDDERS(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 Competitive Bidding (CB) 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. Bidders not registered with Government of Odisha, can participate in the tender process, 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 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**

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with **clause 4.**

4. Corruption of 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;

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** 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.

ction	**rticulars**
	Invitation for Bids (IFB)
I	Instruction to Bidders (ITB)
II	Conditions of Contract
III	Schedule of Requirement
IV	Specifications & Allied Technical Details
V	Price Schedule
VI	Contract Forms

6.2 The Bidder is required to login to the website **www.cmccuttack.gov.in** 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 and submit the bid completed in all respect 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, 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 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 **www.cmccuttack.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 1 (H).**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 V.**

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 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.

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 **shallbe 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. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.

ii. Indian Post Office/National Savings Certificate duly endorsed by the competent postal authority in India.

iii. Bank Guarantee from any scheduled Indian Bank, in the format given in ....

iv. 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 Furnishing the bid security in the manner as prescribed in the bid 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 documents of the **successful lowest bidder only within 5 days of openingof the 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

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 vendor 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 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 submission of BOQ by any bidder shall lead to cancellation of his bid.

20.1.4 The bidder shall submit copy/copies of document in support of eligibility criteria and qualification information in prescribed format. The Bidder should ensure clarity/legibility of the document submitted by him.

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

20.1.6 The Bidder is required to submit 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 submit the drawings and the other Bid documents along with 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 on or before the date and time as notified in BDS.

22. Timeline for Submission of Bid

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

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.

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 submitting of all documents including price bid afresh.

24.3 The Bidder can withdraw his/her bid before the date and time of opening of the bid by a letter addressing to the Bid Inviting Officer citing reasons for withdrawal.

E. BID OPENING AND EVALUATION

25. Bid Opening

25.1 Bids will be opened before the specified date & time 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 in the bid can be extended through corrigendum.

25.3 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.

25.4 In case of all the bids being non-responsive, the Bid Inviting Officer shall complete the 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 requireddocuments 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. Conversion to Single Currency

29.1 The bidder shall quote the prices in INR only.

30. 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** in shape of

- 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/ 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: **Commissioner, Cuttack Municipal Corporation**
ITB 1.1	The name of the CB is: **Procurement of Antilarva Agent for control of MosquitoMenacein the City of Cuttack** The Tender Call Notice No.: / Date.________2022 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**: **Procurement of Anti larva Agent for control of Mosquito Menace In the City of Cuttack in the City of**
ITB 3.4	The value to be considered is Rs. (to be furnished by t he bidder)
B. Bidding Document	
ITB 6.2	**https://tendersodisha.gov.in**
ITB 7.1	For **clarification purposes** only, the Employer's address is: Attention: City Health Officer Address: At:BikashBhawan, Badambadi City: Cuttack, Odisha Telephone: 0671-2957272 Facsimile number: Electronic mail address: cityhealthofficercuttack@gmail.com
C. Preparation of Bids	
ITB 11.1 (g)	The Bidder shall submit the following additional documents with its Bid: Technical specification, Literature
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 and the Bid evaluation and contract award shall be done on the basis of each lot.
ITB 17.1	The bid validity period shall be till ____________.

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 out of which 1% of the Bid value are to be submitted along with the Bid.
D. Submission and Opening of Bids	
ITB 21.1	**The deadline for bid submission is:** Date: _____________, Time : 5 P.M
ITB 25.1	**The bid opening shall take place at:** Street Address: Conference Hall of C.M.C Floor/Room number: 1st floor of BijuBhawan, Choudhury Bazar City :Cuttack,Odisha **Date: ______________ Time: 11 A.M**
E. Award of Contract	
ITB 35.1	The maximum percentage by which quantities may be increased is: 100% The maximum percentage by which quantities may be decreased is 50%

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

SL No.	Document required	Remark/Reference
1	Bidders Bid in Bid Submission Form	Annexure-A
2	Bidder Information Form	Annexure-B
3	Qualification Information	Annexure-C
4	Cost of Bid Document	Annexure-D
6	Statement of Ethical Conduct, Fraud and Corruption	Annexure-F

I. Evaluation and Qualification Criteria

1. Evaluation Criteria – Bidders may bid for one or more lots (packages)with all required quantities in each lot (packages). The bid evaluation and contract award shall be done on the basis of each lot (packages).

2. Qualification Criteria: Must fulfill each of the following qualifications:

(a) The Bidder has satisfactory completed at least one contract for supply of similar material 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) If the bidder is participating as a manufacturer of the product, they should furnish

  i. Valid manufacturing license for manufacturing this product on the date of bid opening

  ii. Valid CIB/WHO/NVBDCP registration certificate on the date of bid opening.

- If the bidder is participating as an authorized agent on behalf of manufacturer they should submit

  i. Valid manufacturing license of the manufacturer on whose behalf the bidder is participating as authorized agent

  ii. Valid CIB registration certificate of the agent on the date of bid opening for importing and marketing.

  iii. Manufacturer‟s authorization certificate as per the format given in section VIII. The credentials of a person signing this authorization letter shall be enclosed (board of resolution under common seal of company)

- CIB registration certificate shall mention clearly the shelf life of the product.CIB registration certificate mentioning the shelf life as provisional shall not be considered and the bid may be summarily rejected.

ANNEXURE-A

1. 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.: **Tender Call Notice No. :**

To: Purchasing Address

Commissioner
Cuttack Municipal Corporation
At-BijuBhawn
Po-Choudhury Bazar
Dist- Cuttack-
Pin : 753001

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: as enclosed in the price at schedule

(d) Our bid shall be valid until and included …………. as specified in ITB Sub-Clause17.1, 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 3.3;

(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 3.4;

(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]*

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______________________________

ANNEXURE-B

2. 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*]

Tender Call Notice No.(PW) DT._____-________-2022

1. Bidder's Legal Name [insert Bidder's legal name]
2. Bidder's Registration Details:
3. Bidder's Year of Registration: [insert Bidder's year of registration]
4. Bidder's Legal Address in India of Registration: []
5. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* - 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]*

ANNEXURE-C

4. QUALIFICAITON INFORMATION

A. Evidence of access to the line of credit or costs in Bank Account and attach copies of support document in the attached format.

B. Name, address, e-mail id, telephone and fax number of Bidders Bankers who may provide reference if contracted by the Employers.

ANNEXURE-D

6. COST OF BID DOCUMENT

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

Sl No.	Cost of Tender Document	Details

N.B. : *As per Circular No. F.No.22(1)/2003/EP&M dt. 29.07.2013, Ministry of Micro, Small & Medium Enterprises, Govt. of India this Small Scale Sector, which is registered with National Small Industries Corporation (NSIC) or with the Directorate General of Supply and disposal (DGS&D) is exempted from paying the cost of tender document. However, the corresponding VAT of the Cost of bid document has to be deposited by the bidder.*

ANNEXURE-E

8. STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION

(in shape of Affidavit on a Non-Judicial stamp paper of worth of Rs.10/-(Ten) only)

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 Cuttack Municipal Corporation 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

SECTIONII–CONDITIONSOFCONTRACT

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 andTechnical 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 inIFB.

(g) "**The Purchaser's** state" is Odisha.

(h) "**The Supplier**" means the individual or firm supplying the Goods and Servicesunder this Contract and named as "(Procurement of **Procurement of Anti larva Agent for control of Mosquito Menace In the City of Cuttack**)"

(i) **"C.M.C"** means Cuttack Municipal Corporation,

H&UD Department means Housing and Urban Development Department Odisha

"GOO" means the Government of Odisha.

(j) The final Delivery Destination is Cuttack

(k) **"Day**" means calendar day

2. Application

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 Cuttack Municipal Corporation (C.M.C) 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 C.M.C:

(a) defines, 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 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 C.M.C 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 H&UD Department,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 C.M.C 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/C.M.C

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 IndianNationality.

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 Commissioner,C.M.C,At-BijuBhawan ,Choudhury Bazar,Cuttack The supplier's address for notices is (to be finalized)

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

8. Applicable Law

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

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

- Delivery of the Goods/ stores shall be made by the Supplier within the period stipulated in the Schedule of Requirements and consequently stipulated in the resultant Award/ contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be the essence of contract and the delivery must be completed not later than the date(s) as specified in the contract.
- Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of shipment including contract number, Railway Receipt/Lorry Receipt/Goods Receipt number and date, description of Goods/ stores, quantity, consignee etc. The supplier shall dispatch the following documents to the Purchaser with a copy of each of the documents to the insurance company by courier service:
- 3 copies of the supplier‟s invoice showing a description of the goods/ stores, quantity, unit price, total amount;

(ii) Acknowledgement of receipt of Goods/ stores from the consignee(s);

(iii) Insurance certificate;

(iv) Supplier's/Manufacturer's warranty;

(v) Inspection certificate issued by the nominated inspection agency and the supplier;s / manufacturer's factory inspection report; and

(vi) Certificate of origin.

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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: -

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,** 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.

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/ stores 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 temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods/ stores final destination and the absence of heavy handling facilities at all points in transit. All primary packaging containers which come in contact with the Goods‟/ stores content shall strictly conform to the specifications included in the relevant standards to protect the quality and integrity of the goods/ stores.

21.2 The packing, marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification.

Each package shall contain:

a) A packaging note quoting the name of the Purchaser b) The number and date of order

c) Nomenclature of the goods/ stores

d) Schedule of parts for each complete equipment giving part number with reference to assembly.

21.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods/ stores due to faulty protective & Insecure packing and shall arrange for prompt replacement.

21.4 In addition to the above, the packing and marking will be complied as indicated in schedule of requirement and technical specifications

22. Inspection and Tests

22.1 The Purchaser or its representatives such as City Health Officer (CHO) / District Medical Officer (DMO) including consignees shall have the right to inspect and/or to test the Goods/ stores to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods/ stores to which it applies. The purchaser may notify the Supplier in writing of the identity of any representatives retained for these purposes, if any.

22.2 The inspections and tests may be conducted on the premises/godowns of the Supplier prior to dispatch of Goods/ stores or at point of delivery and/or at the Good‟s final destination. Where conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

22.3. 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.

22.4. 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 perday** 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/ stores supplied under this Contract will have remaining a minimum of **five-sixths** of the specified shelf life at the time of supply to the consignee, have „overages‟ within the ranges set forth in the Technical Specifications and are not subject to recall by the applicable regulatory authority due to unacceptable quality or on adverse reaction, and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the contract. In the event any of the goods/ stores are recalled, the Supplier shall notify the Purchaser within 14 days.

24.2 This warranty shall remain valid up to shelf life after the Goods/ stores have been delivered to the final destination indicated in the Contract.

24.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

24.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective Goods/ stores without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods/ stores once the replacement Goods/ stores have been delivered. In the event of any replacement of defective goods/ stores during warranty period, the warranty for the replaced goods/ stores shall be extended to a further period up to shelf life of the replaced Goods/ stores.

24.5 If the Supplier having been notified fails to replace the defective Goods/ stores within a reasonable period, 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.

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

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 Purchasers acceptance of the goods the Supplier will provide monthly progress reports on the status of manufacturer, assembly, packing, consolidation and shipment as appropriate.

30. DELAYS IN THE SUPPLIERS PERFORMANCE

13.1 The time and date specified in the Contract for the delivery of the Goods/ stores shall be deemed to be the essence of the Contract.

13.2 Delivery of the Goods/ stores and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

13.3 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security, imposition of liquidated damages and/or termination of the Contract

13.4 If at any time during the performance of the Contract, the Supplier or its sub- Suppliers(s) should encounter conditions impeding timely delivery of the Goods/ stores and performance of the 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, by such period as the Purchaser shall consider fair and reasonable.

13.5 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- The Purchaser/Consignee shall recover from the supplier, liquidated damages on the goods/ stores and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT or on account of any other tax or duty which may be levied in respect of the goods/ stores and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods/ stores and services as are delivered and performed after the date of the delivery stipulated in the contract.
- But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- The supplier shall not dispatch the goods/ stores after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods/ stores without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser. In the event the goods/ stores are accepted by the consignee after the expiry of the delivery period, the right of the purchaser to levy liquidated damages on delayed supplies will not be forfeited.

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 orfraudulent 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 C.M.C, 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 C.M.C 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 Indians 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.

37. Consequence of rejection-

37.1 If the stores being rejected by the inspector or consignee at the supplier‟s premises or at consignee site and the supplier fails to provide satisfactory supplies within the stipulated period of delivery the purchaser shall be at liberty to –

(a) require the supplier to replace the rejected stores forthwith but in any event not later than a period of 10 days from the date of rejection and the supplier shall bear the all cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.

(b) purchase the quantity of the stores rejected or stores of similar description without notice to the supplier at his risk and cost and without affecting the supplier‟s liability as regards to the supply of any further installment due under the contract, **or**

Cancel the contract and purchase the store of the similar description at the risk and cost of the supplier. In the event of action being taken as per rules..

37.2 The Purchaser‟s right to inspect, test and, where necessary, reject the Goods/ stores after the Good‟s delivery to the Consignee shall in no way be limited or waived by reason of the Goods/ stores having previously been inspected, tested and passed by the Purchaser or its representative prior to the Good‟s shipment.

37.3 The following inspection and sampling procedure shall be followed by the Purchaser or his representative while Inspection is carried out at Manufacturer‟s premises / warehouse.

(a) The entire quantity against each item of the Contract should be offered for Inspection and sampling preferably in one lot and no case exceeding two lots. The manufacturer shall furnish at the time of inspection to the inspecting authority‟s authorized representative(s) the following documents:-

i. Valid manufacturing license.
ii. Valid CIB Registration for the product.
iii. Packing list containing batch details of item to be supplied.
iv. Quality Test Certificate for incoming raw materials.
v. Batch manufacturing record.
vi. Internal Quality Assurance report for each batch.
vii. Batch release certificate.

37.4 Three sets of samples of required quantity shall be drawn at random from each batch of product offered for inspection by the Purchaser‟s inspector at manufacturer‟s premises/store of CMC and sealed . One set of sealed samples will be sent to any acre dated laboratory by the Purchaser for conducting the required test as per specifications and give a report within 3 weeks to confirm whether the samples conform to the prescribed specification. One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector of Procurement Agency the required cost of testing will be borne by the supplier.

37.5 The sample retained with manufacturer & inspector will be retained till the end of the shelf life of the item.

37.6 Inspection note will be issued by the inspecting authority of Procurement Agency on the basis of test report, accepting or rejecting the batch as the case may be. The decision of CMC as regards the rejection shall be final and binding on the supplier.

37.7 The Goods/Stores will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.

37.8 The samples drawn from each batch at the time of sampling have to be replenished by the supplier from the respective batches at no extra cost to the Purchaser.

Special Condition of Contract

38. Apportionment of Quantity : If there is an apprehension that the L1 may not have the capacity to supply the entire requisite quantity, it should be mentioned in the bid document that the order may be placed on L2, L3 and so on for the balance quantity at L1 rates, provided this is acceptable to them. Even if there was no prior decision to split the quantities and it is discovered that the quantity to be ordered is far more than what L1 alone can supply, the order may be distributed as above amount L2, L32 etc. at the L1 rate. Where it is decided in advance to have more than one source of supply (due to vital or critical nature of the item) the ratio of splitting should be indicated in the bid document.

39. Option Clause :

In exceptional circumstances the purchaser (CMC) retains the right to place order for additional quantity maximum 50% of the originally contracted quantity at the same rate and terms of the contract after due approval from the Municipal Council on the recommendation of P.H. Electrical Supply, Drainage Environment Standing Committee of Municipal Corporation, Cuttack.

40. Repeat Order clause :

When ever considered necessary the buyer (CMC) can order upto 50% quantity of items under the present contract within one year from the date of supply / successful completion of the contract with due approval of council or Contract Standing Committee of CMC with cost, terms and conditions remaining the same the bidder is to confirm acceptance of this clause. It will be entirely the discretion of the buyer (CMC) to place the repeat order or not.

41. Tolerance Clause :

In order to take care of any change in the requirement during the period starting from issue of this tender till placement of supply order, the Purchaser (CMC) reserve the right to 10 (Ten)% plus or minus increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the bidder. While awarding the supply order the quantity order may be increased or decreased by the Purchaser (CMC) within the tolerance limit.

42. Price Fall Clause:

The price charged for the stores / equipments supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical description to any other organization during the period of contract. If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores / equipment to any other rorganization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the CMC and the price payable under the contract for stores / equipment supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced.

43. Risk Purchase

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/ period of the supply order, or in the event of breach of any terms and conditions mentioned in the supply order, the CMC have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned early in this tender enquiry that in the event of failure of the supplier at detailed above

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 (i)	Delivery Final Destination (project site)	
						Delivery Period	Bidder's offered Delivery date [*to be provided by the bidder*]
1	Mosquito Larvicidal Oil (20 Ltr. Drum)	190000 Lit.	Per Ltr	Required	Health Officer Central Store Located at JholaSahi, Cuttack	30 days (+ 7 Days) date of supply order	
2	Temephose EC 50% confirming to IS No. 8498-1977 with amendment no. 1 & 2 bearing ISI	6000 Lit.	Per Lit.	required	Health Officer Central Store Located at JholaSahi, Cuttack	30 days (+ 7 Days) date of supply order	

SECTIONIV–SPECIFICATIONS&ALLIEDTECHNICALDETAILS

Essential Details of Items / Services required

1. TECHNICAL SPECIFICATIONS

(A) TECHNICAL SPECIFICATION OF MOSQUITO LARVICIDAL OIL

- The material shall consist of mineral oil in the from of a homogenous mobile liquid free from dirt, water and other visible extraneous matter. It may, if so specified, have additives incorporated to improve its physical performance. At the rates ordinarily used, it must not be toxic to fish, domestic animals, man or plant life.

TYPICAL PROPERTIES

CHARACTERISTICS	MLOIL
Appearances & Color	Clear liquid
Color	Dark Brown
Flash Point (PMCC), C	Above 65^0C
Spreading Pressure, Min	18 dynes / cm
Stability of oil film	Minimum 2 hours

Packing – 20 lit per drum

- The packing drum should bear the name of the item, total quantity name of the supplier, batch no, license no, date of manufacturing & date of expire.
- The supplier should be made in good packing condition and MRP should not be mentioned anywhere in the drum

2. TECHNICAL SPECIFICATIONS

A. TECHNICAL SPECIFICATION OF TEMEPHOS

(A) Description of Stores :Temephos EC 50% confirming to IS 8498 to No. IS No.8498 1977 with amendment no. 1 & 2 bearing ISI certificate mark.
Shelf life/Efficacy :Two Years Life:
The expiry date i.e. the date upto the insecticide shall retain its efficacy and toxicity shall be for a period of two years from the date of its manufacture that means theerial shall meet with the requirement given in the specification above for a period of two years. This shall be guaranteed by the firm and certificate in this regard shall have to be furnished along with the bid documents at the time when the stores are offered for inspection, the life of larvicide/insecticide should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.

Packing &Marking : Packing:-

The stores shall be packed in new dry leak proof, sound non- returnable mild steel tins confirming to the ISI specification No.IS:2552- 1989 and the packing shall comply with the general requirements stipulated in ISI: 8190(Para II-2)1980 and 1988(Second revision).The packing shall also confirm to the tariff rules in force from time to time for goods falling in the category of material of high flash point. The supplier shall provide certificate from the fabricators of tins to the inspecting authority confirming that the drums confirm to the above IS specification.

Marking:-
The container shall bear legibly and indelibly the information as per clause 3.2 of IS:8498-1977 with amendment No.1 & 2 and as per the Insecticide Act 1968 and rules made there under. The containers shall be marked with ISI certification mark as mentioned in clause 3.2.1 of IS:8498-1977.In addition, the containers shall be marked**Govt. / CMC supply-NOT FOR SALE.**

In addition to the above, the container shall bear legibly & indelibly the above information and any other information as necessary under the insecticide Act & Rules.

- The Insecticides should be suitable for storage & use in Cuttack.
- The Insecticide should be approved by NVBDCP for use under vector Borne Disease Control Programme.
- The product should be registered with Central Insecticide Board (CIB) and the registration should be valid on the date of tender opening.

SECTION V – PRICE SCHEDULE – GOODS

Date:____________________

NCB No.:

Item	Description of Goods	Delivery Period	Country of	Quantity and	Unit price per item delivered at Final	Total price per item (cols. 5 x 6) delivered at Final
1	**2**	**3**	**4**	**5**	**6**	**7**
		[insertquoted DeliveryDate]	*Insertthecountryof originoftheGoods*		*[Insertunitprice peritemin Rupees]*	*[inserttotalpriceper iteminRupees]*
1						
2						
3						
4						
5						

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.**

SECTIONVI–CONTRACTFORMS

ANNEXURE I – BANK GUARANTEE FORMAT FOR PERFORMANCE

SECURITY ANNEXURE II – AGREEMENT FOR SUPPLY OF GOODS

<u>Annexure</u>- I

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 the …………day of …….20……

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-II

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 date ……………failure 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 of …………from 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.
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…………….dated ……………..by 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
Advance Payment			
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.