

Supply, fitting and fixing of HDHMR Boards, furniture and chairs

1. Scope of Work

The scope of work comprises for supply of HDHMR Board, furnitures and chairs to various schools and colleges under Kosagumuda block as per specifications of the tender notice for Kosagumuda Block. The bidders are required to submit samples of item on the date of opening of tender as per the specification in the indicative list given below along with financial bid. The selected bidder is required to supply the items to various schools and colleges of Kosagumuda Block within 07 days of assignment of the Order/Contract. It is mandatory to submit sample copy during the tender opening for checking quality of work.

2. Warranty

A written document issued to the purchaser of an article by its OEM/Dealers promising to repair or replace the defective goods within a specified time, If not found bid can be rejected.

3. GST Certificate

The firm/dealer must have valid GST certificate, PAN card and Income Tax Return details of 3 years.

4. Turn over

The bidder must have an average annual turnover of Rs 50lakh.

5. Bid Processing Fees

The bidder shall submit a bid processing fees Rs2500.00 (Rupees Two Thousand Five Hundred Only) in favor of BDO Kosagumuda in shape of demand draft payable at SBI Kosagumuda

6. EMD

The bidder shall submit EMD of Rs. 1% of the Bid amount (Rupees One percent of the bid amount) only in favor of BDO G. Kosagumuda in shape of demand draft from any nationalized bank payable at Kosagumuda.

7. Undertaking as to litigation/Black Listed

The bidder shall submit self certified undertaking to the effect that there is no major legal cases pending against it or him and not being black listed by Govt. of Odisha and any other Govt. of union territory and other authorities.

8. Samples of Items

The bidder shall exhibit samples of item in conformity with the specification on the bid-opening day. If not produced then bid can be rejected.

9. Technical Evaluation Criteria

Bidder, who fulfills all the below mentions technical evaluation criteria will be considered eligible for compete in the financial bid.

Sl. No	Criteria	Supporting Documents to be Submitted
I	The bidder should be a proprietorship/ Partnership/ company established in India	Bidder must submit the proprietorship/partnership/ company registration Certificate/incorporation details along with a copy of PAN CARD Income tax return of 3 years
II	The bidder should have experience of executing Supplying of aforesaid item.	GST registration certificate, copy of work order clearly specifying the date of award, contracting authority.
III	Supply capacity stating that	The bidder must submit an undertaking it has capacity of supplying of items up to Rs 1.00crore
IV	Financial Details of Bidder	The bidder should have an average annual turn over of at least INR 50 Lakh in each of the immediately preceding last three financial years
V	The Bidder should submit a bid processing Fee of Rs 2500/- (non-	Demand draft in favour of BDO Kosagumuda Payable at

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	refundable)	Kosagumuda(To be kept in the Technical Bid envelope)
VI	The Bidder should submit an Earnest Money Deposit (EMD) of RS 1% of the Bid amount	Demand draft in favour of BDO Kosagumuda Payable at Kosagumuda(To be kept in the Technical Bid envelope)
VII	Bidder should submit an undertaking that no major legal case pending against them	Attach self certification/ undertaking on company letter head duly signed and stamped by the competent authority that no major legal case pending against them.
VIII	Bidder should submit an undertaking That, it is not blacklisted by the government of India or the state government of Odisha or any other government authority	Attach self certification/undertaking on company letterhead duly signed and stamped by the competent authority of the Bidder.

SPECIFICATION OF ITEMS

SL. NO.	ITEM NAME	ITEMS DESCRIPTION	Remarks
1	TV Unit	Made up of HDHMR Board (18mm) (13ftx4ftx1ft dimension) Middle Gap for Interactive display board in the middle and both side 2 nos. of Green Marker HDHMR Boards and white HDHMR boards for marker sliding with aluminum channel .	
2	Science Lab work (per cubic feet)	Made up of with HDHMR Board (18mm) with 0.8 mm PVC edge binding.	
3	Library Work (per cubic feet)	Made up of with HDHMR Board (18mm) with 0.8 mm PVC edge binding.	
4	ICT Lab (per cubic feet)	Made up of with HDHMR Board (18mm) with 0.8 mm PVC edge binding.	
5	Pin Board	Made up of HDHMR Board (18mm) with all fittings 13 feet x 4 feet.	
6	Podium	Made up of with HDHMR Board (18mm) with 0.8 mm PVC tape (2'x2'x4').	
7	Chair	Nilkamal Novela-10 (Blue)	
8	Dual Desk	Dual Desk & Bench: 42"(L)x30"(H)x36"(B) Desk Top: 42"x15" Desk Backside:42"x8" Desk Book Shelf:42"x10" Desk Slope: Nill	

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		<p>Distance B/W Desk & Bench: 9"</p> <p>Bench seat:42"x12" Bench Backside: 42"x 8" Foot Rest: Yes Backrest Slope: Null</p> <p>Dual fixed Desk and Bench made out of end enclosed Tubular square pipe of 25mm Dia/ Square pipe of 1.2 mm thickness (18gauge) of heavy duty mild steel (ISO Mark) enclosed and painted with two coats of enamel paints over a coat of primer with pre-laminated 18mm HDHMR board with one edge binding with 0.8 mm PVC Color – BLUE Color HDHMR board</p>	
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Bid Price:-

- a) The transportation & Installation charges are also to be included in the Bid Price.
- b) All taxes, duties and other levies payable by the dealer under the contract shall be included in the BidPrice.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The Prices should be quoted in Indian Rupees only.

While submitting the bid, the bidders should furnish the following documents:-

- i. Self attested copy of Registration Certificate of firm/agency with seal &Signature.
- ii. Self attested copy of valid PAN No. with seal & Signature.
- iii. Self attested copy of valid GST Registration Certificate with seal &Signature.
- iv. Self attested copy of up to date (Recent) GST Return certificate with seal &Signature.
- v. Tender paper cost in shape of Demand Draft of Rs.2,500.00
- vi. Bank Account Number (Self Cancelled Cheque to be attached)
- vii. Proof of Experience.
- viii. Photo copy of the Income Tax Clearance Certificate /PAN card of the supplier/OEM etc.
- ix. Original Money receipt/ Demand Draft as proof of cost of Tender paper.
- x. EMD
- xi. Undertaking for capacity to deliver and onsite installation in 07 days of work order.

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- xii. Undertaking for no blacklisting.
- xiii. Undertaking for no pending legal cases.
- xiv. Own manufacturing Unit
- xv. Bank Account Number (Self attested Blank Cheque to be attached)
- xvi. Copies of IT returns for the last 3 Financial Years
- xvii. Technical proposal submission form
- xviii. Organisation details
- xix. Technical Specification Compliance Sheet
- xx. Financial Turnover details
- xxi. Financial proposal submission form
- xxii. Certificate of willingness
- xxiii. Company's annual turnover must be 50 lakh and above
- xxiv. MSME registration certificate

Note- All the documents must be self attested by the Bidders.

The authority will consider strictly on the basis of the quality of sample of item submitted by the bidders, which will be evaluated by the Tender Committee headed by the Block Development Officer ,Kosagumuda ,Nabarangpur. If it is found to be perfect as per the specification mentioned above then only tender committee would go for financial Bid.

If the Technical Bid of a bidder is found complete in all respect, then only financial Bid will be opened, otherwise Financial Bid will be returned to the Bidder without opening it.

Financial Bids -

The Financial Bids of only the Bidders whose samples are selected by the evaluation committee (technical) will be opened. Financial Bid must be submitted as per the format.

Contract shall be awarded to the firms(s) offering the lowest price subject to the quality / brand to be decided by the committee.

010.INSTRUCTIONSTO BIDDERS

General Instructions

- Interested bidders are advised to view the detailed tender documents at www.nabarangpur.nic.in or can be had from **Kosagumuda** BLOCK OFFICE.
- Bidders desirous for participating in the tender, shall have to pay the tender cost mentioned in notice inviting tender. The tender cost is required to be paid in shape of Demand draft only, drawn from any nationalized bank in favor of BDO **Kosagumuda** which must be payable at **Kosagumuda**.The tender cost is inclusive of GST and is not refundable.

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- Earnest money as specified in bid shall be deposited in shape of Demand Draft from any nationalized bank in an acceptable form at the time of submission of bid.
 - Bid securities of the unsuccessful bidders shall be refunded to them, after the selection of successful bidders is over, after a specific time period.
 - The item to be supplied shall strictly comply with the specifications as mentioned in the bid, otherwise the material shall be liable for rejection. If violates Bid can be rejected by the complete discretion power of Tender Authority.
 - Since, timely execution of works is the essence of the contract, requests for extension of time for supply shall not ordinarily be entertained and Bid can be rejected at any moment and this is the complete discretion power of Tender Authority.
 - Notice inviting tender, bid documents, prescribed Technical bid, financial bid, terms & conditions shall form the part of the tender.
 - The price quoted by the Bidders shall be inclusive of all taxes, transportation and installation at the specified locations. Successful bidders shall not use electricity of respective School and colleges for assembly of their instruments. If violates Bid can be rejected by the complete discretion power of Tender Authority.
 - Besides, EMD, the bidder shall have to submit performance security 5% of the contract value in shape of Bank Draft in favour of BDO **Kosagumuda** drawn from any nationalized bank, payable at **Kosagumuda** and it should be valid beyond 12 months after the end of all contractual obligations or warranty obligations.
 - The EMD may be forfeited in case
 - i. The Bidder withdraws its bid within validity period of 30 days.
 - ii. The Bidder does not respond for clarification of bid.
 - iii. The Bidder fails to provide the required information during the evaluation process.
 - iv. The Bidder submits false information.
 - v. The Bidder fails to sign Agreement in time or does not furnish Performance Security i.e 5% of the Contract value.
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vi. The Bidder materially alters his Bid during the Bid processing period.

- The undersigned will not be held responsible for any incidental or consequential losses of the firms while execution and till expiry of the period of maintenance.
- Deviations in terms and conditions, specification of material, inspection clause etc. will not be accepted under any condition. If violates Bid can be rejected by the complete discretion power of Tender Authority.
- Prices quoted must be firm and fixed. It shall be quoted in both figure and word. It should be inclusive of GST, transportation cost.
- Conditional tender shall not be accepted.
- Canvassing in any manner will be viewed seriously leading to rejection of the bid.
- All the documents submitted by the Bidder shall be self-attested or else will be liable for rejection.
- The delivery shall be made within 07 days from the date of issue of supply order.
- **In case the lowest quoted bidder is unable to supply the required number of items in specified period, or found to violate any afore mentioned rules and guidelines and violate the direction of Block authority during supply of materials to schools and colleges, the committee including Tender Authority reserves all rights to cancel the L1 without mentioning any reason thereof , to negotiate with the bidders in L2, L3 etc. as per the price of L1 approved rate and can go with successful bidders without any delay.**

11. Opening of Financial Bid

- If the Technical Bid is found complete in all respect and responsive, the financial bid shall be opened.
- The Financial bids of only the Bidders whose samples are selected by the evaluation committee (technical) will be opened.
- **Bid shall be awarded to the firm(s) offering the lowest price if his sample copies are found to be as per the specifications and the quality is properly verified by the tender committee. If not, the tender committee can negotiate with L2 and L3 in the price of L1. And can choose them as successful bidder. Tender committee reserves all right to reject any successful bidder without mentioning any reason there of, if found violating any afore mentioned guidelines.**

12. Bid Processing Fee

Apart from cost of tender paper, the bidder shall submit a Bid processing fees of Rs.2,500/-

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13. Delivery Mechanism

The delivery of the items as per the list of each location shall be made by the bidder at the respective schools and Colleges .A random quality verification will be conducted at the time of each delivery by technical team . If the quality and/or quantity is found to be non-satisfactory, Bidder will be penalized up to 100% of the Order value.

14. Validity of Tender

12months from date of receipt of Bid documents.

15. Settlement of Dispute

In case of any dispute arises between the supplier and purchaser shall be tried to resolved amicably by mutual understanding. If the parties fails to resolve the dispute within 21 days shall be settled through arbitration under the jurisdiction of Nabarangpur Court only as per Indian Arbitration and Conciliation Act-1996.

16. Payment

Payment shall be made after series of random inspection of supplied materials by the Inspection team headed by AEE and if found satisfactory as per guidelines mentioned above

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Checklist of Documents

Sl. No.	Particulars of Item	Status (Yes/No)
1	Copy of valid Company Registration Certificate and GST Certificate.	
4	Proof of Experience.	
5	Photo copy of the Income Tax Clearance Certificate /PAN card of the supplier/OEM etc.	
6	Original Money receipt/ Demand Draft as proof of cost of Tender paper.	
7	EMD	
8	Undertaking for capacity to deliver and onsite installation in 07 days of work order.	
9	Undertaking for no blacklisting.	
10	Undertaking for no pending legal cases.	
11	Bid Processing Fees of Rs 2,500 in shape of DD	
12	Own manufacturing Unit	
13	Bank Account Number (Self attested Blank Cheque to be attached)	
14	Copies of IT returns for the last 3 Financial Years	
15	Technical proposal submission form	
16	Organisation details	
17	Technical Specification Compliance Sheet	
18	Financial Turnover details	
19	Financial proposal submission form	
20	Certificate of willingness	
21	Company's annual turnover must be 50 lakh and above	
22	MSME registration certificate	

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Terms & Conditions:-

- 1) Each bidder shall submit only one quotation as per the enclosed Quotation format.
- 2) The Bidders are required to deposit non-refundable Tender paper cost Rs.2,500/-Rupees (Two thousand five hundred)onlyinshapeofDemandDraftin favor of Block Development Officer, **Kosagumuda** Payable at **Kosagumuda** while submitting Bid.
- 3) The bidder should submit EMD @ **1% of the Bid amount** in shape of Demand Draft drawn in favor of BDO, **Kosagumuda** From any scheduled / nationalized bank drawn at **Kosagumuda**. Bids without EMD or in any other shape shall not be considered and liable for rejection.
- 4) The successful bidder will have to deposit a performance security of 5%ofthecontractvalue(Besides EMD) in shape ofDemand Draft drawn from any scheduled/ Nationalized Bank, in favor of Block Development Officer, **Kosagumuda** payable at **Kosagumuda**. It should be valid beyond 60days after the end of all contractual and warranty obligations.
- 5) The conditional bids shall not be considered and will be rejected in veryfirst instance.
- 6) Sealed tenders will be received up to **03/01/2024 till 5:00 PM** at the Office of the Block Development Officer, **Kosagumuda**. Any tender received after the due date & time will be rejected /returned to the sender without opening. The tenders will be received through registered/speed post only.
- 7) The bidders are to submit their tenders in two separate sealed covered envelopes for technical bid and financial bid by super scribing "**Technical Bid**" in cover "**A**" and "**Financial Bid**" in cover "**B**" and both covers should be put in thirdcover(C)whichshouldbesuper scribedas"**Tender for Supply of Furniture's for 5-THigh School Transformation**".
- 8) The sealed tender cover "**A**" (**TechnicalBid**) submitted by the tender will be opened by the **Tender Committee** in the **Office Chamber of BDO, Kosagumuda** on **04/01/2024 at 03.00 PM**.The bidder or his representative may be present at the time of opening of the tender.
- 9) The authorize representative should show authorization letter at the time of opening of technical bid.
- 10) The financial bid of the technically qualified bidders shall be opened on the same day in presence of the bidders or their authorized representatives.
- 11) The tender shall remain valid for a period of **12** months from the last date fixed for

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- 12) The successful bidder has to **supply all items within stipulated time** to be mentioned in the Work order.
- 13) Rate quoted must be inclusive of all taxes, transportation and installation & will be valid for a period of one year from the date of approval.
- 14) The undersigned reserves the right to place the order in phased manner.
- 15) The numbers of items/ materials are subject to change in supply order as per requirement.
- 16) Canvassing in any manner will be viewed seriously and will lead to rejection of the bid.
- 17) If the stock supplied by the successful bidder does not match with the specification as per Tender Document or are found to be of inferior quality at time of delivery of items the stock will be rejected & the supplier has to replace the total quantity of the same product of his own cost.
- 18) The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which (a) are properly signed and (b) confirm to the terms & conditions and specifications.
- 19) If found that the successful bidder is incompetent to provide the supply of materials, in such a situation, the proposal may be reviewed for award of the contract to the next qualifying bidder or go for a fresh bid depending upon the circumstances. No form of compensation shall be payable in any form whatsoever to the forfeited firm. In case it decided to go for the next qualifying bidder, negotiation shall be considered to bring down their prices nearer to the originally Evaluated or Lowest bidder in consideration to the orders to be supplied.
- 20) The bidder should take responsibility of the goods till it reaches the delivery destination. Insurance etc. shall be arranged by the supplier. Supplier shall arrange the road permits or any other documents wherever required.
- 21) The successful bidder shall not assign or sub-contract or sub-let the whole or any part of the supply order in any manner.
- 22) The Authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
- 23) All corrigendum containing amendments to this tender will be posted in District website. Bidders are advised to check periodically the district website for any updates.

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- 24) Any legal dispute arises out of this is subject to Nabarangpur jurisdiction only.
 - 25) The under signed reserves the right to accept or reject any or all the tender without assigning any reason there of.
 - 26) The requirements are tentative and may vary. The bidder should be prepared to supply the equipments as per the requisition.
 - 27) Bid shall be awarded to the firms offering the lowest/net bundled price and not with reference to lowest price quoted for the individual items. However if prices for each and every item are not quoted bid shall not be accepted.
 - 28) Final Placement of order for any of items included in the list is subject to decision of committee.

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AFFIDAVIT

1. The undersigned do hereby certify that he/ his firm _____ is an Original Equipment Manufacturer (OEM)/ Authorized Distributor/ Authorized Dealer bearing Registration No. _____.
2. The undersigned do hereby declare that neither my/ our firm/ company/ individuals _____ nor any of its constituent partners have been derecognized/ blacklisted by any State Govt. or Central Govt. organizations for any reasons.
3. The undersigned do hereby declare that the undersigned possess a valid GST registration certificate with GST No. _____.
4. The undersigned also hereby certifies that neither my/ our firm/ company/ individuals _____ nor any of its constituent partners have abandoned any project work of similar nature in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
5. The undersigned do hereby authorize and request(s) any bank, person, firm or corporation to furnish pertinent information as deemed necessary and as requested by the department to verify this statement or regarding my/ our competency and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the department.
7. The undersigned also understands that the Tender Inviting Authority can forfeit the EMD and or Security Deposit and blacklist the undersigned for a period of 2 (two) years if, any information furnished by the undersigned proved to be false at any time or not abiding the tender terms and conditions.
8. The undersigned do hereby certifies that all the statements made in the bid are true and correct to the best of his knowledge and belief.

Name of the authorized Officer
Title of the officer
Name of the firm

Signature of the bidder
Place:-
Date:-

Signature of the Bidder

Signature of the BDO, Kosagumuda

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No Relation Certificate

Certified that I am not related to any officers / Clerk/ any staff of Panchayat Samiti, Kosagumuda block. I am aware that, if any facts subsequently proved to be false my contract will be rescinded with forfeiture of EMD/SD.

I also note that non-submission of this certificate will render my tender liable for cancellation.

Name of the authorized Officer
Title of the officer
Name of the firm

Signature of the bidder
Place:-
Date:-

Signature of the Bidder

Signature of the BDO, Kosagumuda

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Technical bid

1	Name and address of the supplier	
2	Full address of the supplier	
3	Telephone and Mobile phone No.	
4	E-mail address if any	
5	Firm/Agency registration Details	
6	GST Regd. No. (enclose self attested copy)	
7	PAN No. (enclose self attested copy)	
8	Upto date (Recent) GST Return certificate (enclose self attested copy)	
9	MSME Registration Number (enclose self attested copy)	
10	Tender paper cost in shape of Demand Draft & Bid Processing Fee Of Rs.2500 (mentioned DD no. & amount)	
11	Bank Account Number (cancelled Cheque to be attached)	

I do hereby certify that, the above mentioned particulars/ information are true to the best of my knowledge and correct.

Place:

Date:

Full Signature of the Bidder

Signature of the Bidder

Signature of the BDO, Kosagumuda

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With date and seal

Signature of the Bidder

Signature of the BDO, Kosagumuda

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Declaration

1. I/we.....the proprietor/partner do declare that I/we am/have competent to sign this declaration and execute this tender document.
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/have well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/ we do hereby declare that I/we have not been de-recognized / black listed by any state Govt./Govt. of India/Govt. Organization/Govt. institution for supply of non-standard quality (NSQ) as asked for or non- supply.
5. I/we do hereby declare that I/we will deliver my work as per the terms, conditions and specification of the tender document and work order.

Full Signature of the Bidder
With date & seal

FINANCIAL BID

Signature of the Bidder

Signature of the BDO, Kosagumuda

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SL. NO.	ITEM NAME	ITEMS DESCRIPTION	Remarks
1	TV Unit	Made up of HDHMR Board (18mm) (13ftx4ftx1ft dimension) Middle Gap for Interactive display board in the middle and both side 2 nos. of Green Marker HDHMR Boards and white HDHMR boards for marker sliding with aluminum channel .	
2	Science Lab work (per cubic feet)	Made up of with HDHMR Board (18mm) with 0.8 mm PVC edge binding.	
3	Library Work (per cubic feet)	Made up of with HDHMR Board (18mm) with 0.8 mm PVC edge binding.	
4	ICT Lab (per cubic feet)	Made up of with HDHMR Board (18mm) with 0.8 mm PVC edge binding.	
5	Pin Board	Made up of HDHMR Board (18mm) with all fittings 13 feet x 4 feet.	
6	Podium	Made up of with HDHMR Board (18mm) with 0.8 mm PVC tape (2'x2'x4').	
7	Chair	Nilkamal Novela-10 (Blue)	
8	Dual Desk	Dual Desk & Bench: 42”(L)x30”(H)x36”(B) Desk Top: 42”x15” Desk Backside:42”x8” Desk Book Shelf:42”x10” Desk Slope: Nill Distance B/W Desk & Bench: 9” Bench seat:42”x12” Bench Backside: 42”x 8” Foot Rest: Yes Backrest Slope: Null Dual fixed Desk and Bench made out of end enclosed Tubular square pipe of 25mm Dia/ Square pipe of 1.2 mm thickness (18gauge) of heavy duty mild steel (ISO Mark) enclosed and painted with two coats of enamel paints over a coat of primer with pre-laminated 18mm HDHMR board with one edge binding with 0.8 mm PVC Color - BLUE Color HDHMR board	

Total bidding price (including taxes and other charges is Rs. _____/Rupees(

Signature of the Bidder

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)in words.

We agree to supply the above goods in accordance with the technical specification mentioned in the supply order.

(a) In case of discrepancy between unit price and total price, the lowest price among them shall be

Prevail.

(b) We agree to other terms and conditions of the tender and also confirmed we will provide the materials as per the standard specified in the document.

Place

Date

Full signature of the Bidder
With date and seal

Signature of the Bidder

Signature of the BDO, Kosagumuda

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FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2024 BETWEEN M/s. _____ having registered office At _____ in the State of _____ (hereinafter called the 'Supplier' which expression shall, unless excluded in the subject of context, include the heirs, successors, legal representatives and permitted assigns) of the one part.

AND

THE B.D.O, KOSAGUMUDA (hereinafter called the 'BDO' which expression shall, unless excluded in the subject of context, include the heirs, successors, legal representatives and permitted assigns) of the other part.

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

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS.

1. That the time shall be the essence of the contract and the supplier shall supply the goods in the schedule completely so as to make delivery at _____ (place) on or before the date _____ failure to do which will entitle the BDO 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 BDO 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 7 days 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 BDO in his absence and claim any compensation on that account.
4. That the supplier shall guarantee durability of the goods for a period of 3 (three) years from the date of installation of the equipment and any damage, done to the goods in usual course of use or any deficiency, detected in them subsequent to such completion and installation and during the period of aforesaid shall be made good to render due service at the cost of the supplier within a period of 15 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 BDO 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 by the BDO.
5. The equipment shall be duly packed and insured by the supplier for transit and be dispatched at the risk of the supplier and the BDO shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.

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6. That, the 90% value of the equipment shall be paid to the supplier on delivery to the consignee and rest 10% will be paid after successful installation and commissioning of the said equipment.
7. That, any damage or deficiency if not removed during the stipulated period by the supplier may be removed by the BDO at his cost to be reimbursed by the supplier. Any amount payable to the BDO hereunder shall be recovered as public demand under Orissa Public Demand Recovery Act, 1963 and shall bear 6% interest per annum till certificate for recovery is filed.
8. That, the supplier shall have to deposit **3%** only of contract amount towards Security Money Deposit only in the shape of demand Draft in favour of B.D.O, Kosagumuda within 7 days from the issue of Purchase/ Supply Order. In case the concerned firm fails to deposit the security money no payment will be released to the supplier.
9. The security money will be returned without any interest after completion of the warranty/ guarantee period of the equipment.
10. That, in the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiations. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
11. That the "Authority" hereby further agrees to pay the contract price at the time and in the manner prescribed in the said Terms and Conditions.
12. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
13. That this agreement is valid for 03 years from the date of execution.

IN WITNESS WHEREOF the parties have caused their respective common seats to be here unto affixed or have unto set their respective hands and seals on the day and year first written above SCHEDULE OF GOODS as ANNEXURE-V attached herewith.

IN WITNESS WHEREOF the parties have caused their respective common seats to be here unto affixed or have unto set their respective hands and seals on the day and year first written above.