

# OFFICE OF THE PANCHAYAT SAMITI: KOSAGUMUDA

Bid Invitation No. 5/2023

No 204 /2024

Dated.20.01.2024

01.The Block Development Officer, Kosagumuda invites single cover item rate bids for execution of the following works as underneath in the table from the Original Equipment Manufacturers (OEM)/ Authorised Dealers/ Reputed firms on production of definite proof from appropriate authority. The bidders may submit bids for any or all of the following works.

Sl No	Name of the tender	Concerned TIA	Security Amount/EMD	Cost of bid documents	Period of completion
1	2	3	4	5	6
2	Supply, fitting and fixing of water chiller & purifier	BDO, Kosagumuda	Rs.10,000/-	Rs.4,000/-	7 days

02. The Bid documents will be available in the website: [www.nabarangpur.nic.in](http://www.nabarangpur.nic.in) from 10.00 Hours of 21<sup>st</sup> January 2024 to 16.00 Hours of 30<sup>th</sup> January 2024 for downloading.
03. No tender paper will be sold by this Office. Interested bidders will download the bid documents from the website [www.nabarangpur.nic.in](http://www.nabarangpur.nic.in).
04. The bids shall be received only at Office of the BDO Kosagumuda through Regd. Post/Speed Post only.
05. Bid shall be received through Registered/ Speed post only on or before 17.00 Hours of 30<sup>th</sup> January 2024. The authority will not be responsible for any postal delay. The bids received during the said period will only be considered.
06. The bidder must quote their price in INR only as the payment will be made in Indian Currency only. The rate quoted should be excluding GST as applicable.
07. Tax deduction at source (TDS) shall be done as per the provision of IT Act/ Rules.
08. The tender cost (Cost of Bid documents and EMD/ Security amount should be submitted separately in two separate demand draft only.
09. No bids shall be considered valid if not accompanied with tender cost (Non-refundable) & EMD only in shape of demand draft in favour of BDO, Kosagumuda payable at SBI, Kosagumuda.
10. Any Bid received without any or all of the documents mentioned in the Non-responsive/ Rejection criteria of the DTCN shall be considered non-responsive and will be liable for rejection.
11. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular tender, will be liable for rejection of all such tender paper.



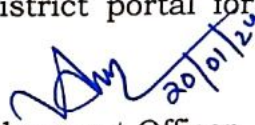
12. The bids received within the stipulated time through registered /speed post only shall be opened at 11.00 hours on 31<sup>st</sup> January 2024 in the conference hall of Panchayat Samiti, Kosagumuda in presence of the bidders / their authorised representatives, who wish to attend.
13. The authority reserves the right to reject any or all bids without assigning any reason thereof.
14. The bidders willing to avail concessional payment of EMD as per Govt. of Odisha in Works Department OM No.503 dated.17.01.2022 shall submit all the required documents alongwith the Bids.
15. Amount quoted will be considered up to an accuracy of two decimal points in all cases.
16. In case the amount quoted in the bids by two or more bidders are equal, transparent, lottery system will be used to decide the successful bidders.
17. Subsequent corrigendum/ Addendum if required shall only be available in the website indicated above.
18. All should go through the Notice Inviting Tender and Detailed Tender Call Notice before submission of Tender Papers.
19. In case of any clarification, responsibility lies with the bidder to collect the same from the Office of the undersigned before last date of submission of tender documents. The undersigned shall have no responsibility for any delay.
20. The affidavit for each tender shall be submitted separately.

  
Block Development Officer,  
Kosagumuda.

Memo No. 205 /2024

Dated.20.01.2024

Copy submitted to the DIO, NIC, Nabarangpur with a request to upload this notice and tender documents in the district portal for wide publication.

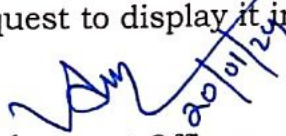
  
Block Development Officer,  
Kosagumuda.

Memo No. 206 /2024

Dated.20.01.2024

Copy to the DEO, Nabarangpur / BEO, Kosagumuda for information and necessary action.


Copy to all Block Development Officers/ all Tahasildars/ all CDPOs of Nabarangpur District for information with request to display it in their office notice board for wide publicity.

  
Block Development Officer,  
Kosagumuda.

Memo No. 207 /2024

Dated.20.01.2024


Copy submitted to the Collector-cum-CEO, Zilla Parishad, Nabarangpur/ CDO-cum-EO, Zilla Parishad, Nabarangpur for favour of kind information and necessary action.

  
Block Development Officer,  
Kosagumuda.

Memo No. 208 /2024

Dated.20.01.2024


Copy forwarded to all the members of the purchase committee for information and necessary action. They are requested to remain present at the time of opening the sealed covers of Tender Papers and Scrutinize the papers in the scheduled date fixed on 31<sup>st</sup> January 2024 at 11.00 AM in the Conference Hall of Panchayat Samiti, Kosagumuda.

  
Block Development Officer,  
Kosagumuda.

Memo No. 209 /2024

Dated.20.01.2024

Copy forwarded to the Deputy Director (Advertisement) Information and Public Relation Department, Government of Odisha, Near State Guest House, Bhubaneswar-751001. The text may kindly be published in one issue of two nos. of reputed widely circulated Odia Daily News Paper (local) and one issue of English daily News Paper of Bhubaneswar edition positively by 21<sup>st</sup> January 2024 within the size 8cm x 7cm at I&PR rate for one insertion only.

  
Block Development Officer,  
Kosagumuda.

## Supply, fitting and fixing of water chiller & purifier

### DETAILED TENDER CALL NOTICE

#### 1. Scope of Work

The scope of work comprises for supply of AQUAGUARD 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.

#### 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.

#### 4. Experience

The Firm/Dealer/ OEM should have experience of executing or supply of similar items.

#### 5. Tender Paper Cost

The bidder shall submit a Tender Paper Cost Rs.4000.00 (Rupees Four Thousand Only) in favor of BDO Kosagumuda in shape of demand draft payable at SBI Kosagumuda

#### 6. EMD

The bidder shall submit EMD of Rs. 10000/- (Rupees ten thousand) only in favor of BDO 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.

SI.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
II	The bidder should have experience of executing Supplying of aforesaid item.	GST registration certificate.
III	The Bidder should submit an Earnest Money Deposit (EMD) of RS 10000/-	Demand draft in favour of BDO Kosagumuda Payable at Kosagumuda (To be kept in the Technical Bid envelope)

Signature of the Bidder

Signature of the BDO, Kosagumuda



### Supply, fitting and fixing of water chiller & purifier

<b>IV</b>	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.
<b>V</b>	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.
<b>VI</b>	Samples items to be supplied	The Bidder must submit sample of such Item in conformity with the specifications mentions in the tender documents

**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.

**012.INSTRUCTIONSTO BIDDERS**

**General Instructions**

- Interested bidders are advised to view the detailed tender documents at [www.nabarangpur.nic.in](http://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.
- 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.
- The bidders shall submit copies of documents defining their respective constitutional or legal status, place of registration and principal place of Business Company or firm or partnership.
- The item to be supplied shall strictly comply with the specifications as mentioned in the bid,

Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier 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 3% of the contract value in shape of Bank Draft in favor 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 3% of the Contract value.
  - vi. The Bidder materially alters his Bid during the Bid processing period.

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- 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.

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Signature of the Bidder

Signature of the BDO, Kosagumuda

Supply, fitting and fixing of water chiller & purifier

- 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.**

### 13. 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 thereof, if found violating any afore mentioned guidelines.**

### 14. 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.

### 15. Validity of Tender

60 days from date of receipt of Bid documents.

### 16. 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

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Signature of the Bidder

Signature of the BDO, Kosagumuda

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Supply, fitting and fixing of water chiller & purifier  
be settled through arbitration under the jurisdiction of Nabarangpur Court only as per Indian Arbitration and Conciliation Act-1996.

**17. 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

**SPECIFICATION OF ITEMS**

<b>SL. NO.</b>	<b>ITEM NAME</b>	<b>ITEMS DESCRIPTION</b>	<b>QUANTITY</b>	<b>Price limited to maximum per Unit (In Rs.)</b>
<b>1</b>	<b>Aquaguard</b>	<b>Aquaguard Reviva with jumbo filter with 50 lit capacity per Hour basic model (Eureka Forbes)</b>	<b>Each</b>	

**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 Bid Price.
- 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. Tender paper cost in shape of Demand Draft of Rs.4,000.00
- v. Bank Account Number (Self Cancelled Cheque to be attached)

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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## Supply, fitting and fixing of water chiller & purifier

### 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.4,000/-Rupees (Two thousand five hundred) only in shape of Demand Draft in favor of Block Development Officer, Kosagumuda Payable at **Kosagumuda** while submitting Bid.
  - 3) The bidder should submit EMD Rs.10000/- 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 3% of the contract value (Besides EMD) in shape of Demand 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 very first instance.
  - 6) Sealed tenders will be received up to **30/01/2024 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 third cover (**C**) which should be super scribed as "**Tender for Supply of Aquaguard for 5-T High School Transformation**".
  - 8) The sealed tender cover "**A**" (**Technical Bid**) submitted by the tender will be opened by the **Tender Committee** in the **Office Chamber of BDO, Kosagumuda** on **31/01/2024 at 11.00 AM** . 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 receiving the same.
  - 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.
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Signature of the Bidder

Signature of the BDO, Kosagumuda

Supply, fitting and fixing of water chiller & purifier

- 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.
- 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 hereof.
- 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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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

**Checklist of Documents**

<b>Sl. No.</b>	<b>Particulars of Item</b>	<b>Status (Yes/No)</b>
1	Copy of valid Company Registration Certificate and GST Certificate.	
2	Proof of Experience/Contracts.	
3	PAN card of the supplier/OEM etc.	
4	Original Money receipt/ Demand Draft as proof of cost of Tender paper.	
5	EMD Rs.10000/- in shape of DD.	
6	Undertaking for capacity to deliver and onsite installation in stipulated time frame.	
7	Undertaking for no blacklisting.	
8	Undertaking for no pending legal cases.	
09	Bank Account Number (Self attested Blank Cheque to be attached)	

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

**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:-**

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

**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:-**

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Signature of the Bidder

Signature of the BDO, Kosagumuda

Supply, fitting and fixing of water chiller & purifier

**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	Tender paper cost in shape of Demand Draft Of Rs.4000 (mentioned DD no. & amount)	
9	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

With date and seal

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

**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

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

**FINANCIAL BID**

SL. NO.	ITEM NAME	ITEMS DESCRIPTION	RATE PER UNIT
01	Aquaguard	As specified in this STCN page no. 5	

Total bidding price (including taxes and other charges is Rs. \_\_\_\_\_/Rupees  
( ) 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

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

**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

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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Supply, fitting and fixing of water chiller & purifier

any loss or damage during the transit or at any time prior to inspection and approval.

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.

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Signature of the Bidder

Signature of the BDO, Kosagumuda  
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