

**OFFICE OF THE PRINCIPAL, BHUBANANANDA ORISSA SCHOOL
OF ENGINEERING, CUTTACK – 753007.**

Tel : 0671 – 2414092, Tel / Fax – 0671 – 2414092,
E–mail : principalbose@rediffmail.com, www.boseorissa.org

TENDER CALL NOTICE No. 281 Dt. 25.01.2016

Sealed Tenders are invited from the reputed Manufacturers / Authorized Dealers / Distributors / Suppliers / Government Organizations / DGS&D Rate contract holders having valid VAT / TIN / PAN Registration for supply and installation of Measuring Instruments / Equipments / Machines / Computers (of reputed make) to **Bhubanananda Orissa School of Engineering, P.O. – S.C.B Medical College & Hospital, Cuttack – 753007, Ph. No. : 0671 – 2414092, Odisha** under the Directorate of Technical Education & Training, Odisha, Cuttack. A complete set of BID documents containing the details of items with specification, tentative quantity required, terms and conditions etc. may be down loaded from the website **www.boseorissa.org** from **28.01.2016, 10.00 AM** & can be submitted by speed post / registered post or can be deposited in the office of the Bhubanananda Orissa School of Engineering, P.O. – SCB Medical College Hospital, Cuttack – 753007, super – scribing the package No. & **“Tender for supply of Tools & Equipment’s”** separately for each package latest by **19.02.2016** up to **3 P.M.** enclosing with Xerox copies of valid documents, catalogues, leaflets, authorization certificate, dealership certificate etc. The same will be opened in the office chamber of the Principal, BOSE, Cuttack at **4 P.M** on date **19.02.2016**. The sealed BID received after due date & time will not be entertained. **The Authority reserves the right to accept or reject any or all Tenders without assigning any reason thereof.**

Sd/- Principal I/C, BOSE, Cuttack.

**BHUBANANANDA ORISSA SCHOOL OF ENGINEERING,
CUTTACK – 753007**

TELE FAX : (0671) 2491902, PHONE : 2491902
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BID REFERENCE NO. - 281 / BOSE, CUTTACK / TENDER – 25.01.2016

PACKAGE NO. – 01 & 02

BIDDING DOCUMENTS

UNDER

COMPETITIVE BIDDING

FOR

PROCUREMENT / SUPPLY OF TOOLS AND EQUIPMENT'S

FOR

BOSE, CUTTACK.

Bidding Documents : Not Transferable

BHUBANANANDA ORISSA SCHOOL OF ENGINEERING, CUTTACK – 753007

TELE FAX : (0671) 2491902, PHONE : 2491902

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Tender Notice No. – 281 / BOSE – 2015 – 16 dated 25.01.2016

Tender for supply of Equipment's / Instruments for BOSE, Cuttack.

Bidding Documents Not Transferable

DATE OF COMMENCEMENT OF SALE OF THE TENDER PAPER	:	28.01.2016 at 10.00 AM
LAST DATE / TIME FOR SALE / DOWN LOAD OF TENDER	:	19.02.2016 up to 02.00 PM
LAST DATE / TIME FOR SUBMISSION OF TENDER	:	19.02.2016 up to 03.00 PM
DATE OF OPENING OF BID DOCUMENTS	:	19.02.2016 at 04.00 PM
* PLACE OF OPENING OF TENDER AND ** ADDRESS FOR COMMUNICATION AND RECEIPT OF BID DOCUMENTS	:	*Office of Bhubanananda Orissa School of Engineering, Cuttack, SCB Medical College, Cuttack – 753007". ** BOSE, Cuttack – 753007.
PRICE OF EACH TENDER DOCUMENT PACKAGE	-	Rs. 100.00 (Non-Refundable / Not Transferable)
COST OF POSTAL CHARGES	-	Rs. 100.00 (One Hundred only)

(only by A/c Payee Bank Draft in favour of **PRINCIPAL, BOSE, CUTTACK** payable at Cuttack drawn on any Nationalised / Scheduled Bank.)

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SECTION – I
INVITATION FOR BIDS (IFB)

BHUBANANANDA ORISSA SCHOOL OF ENGINEERING, CUTTACK – 753007

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SECTION – I : INVITATION FOR BIDS (IFB)

1. Introduction :

Sealed Bids (properly stitched separately) in two separate covers (**Technical Bid and Price Bid**) are invited by the Bhubanananda Orissa School of Engineering , Cuttack from the manufacturers / authorised distributors / dealers / suppliers for supply of Tools & Equipment's for set-up / modernization of different laboratory.

A completed set of bidding documents may be purchased by prospective bidders on payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of "Principal, BOSE, Cuttack payable at Cuttack" drawn on any Nationalised / Scheduled Bank, from the office of BOSE, Cuttack during office hours from **10.00 AM** to **05.00 PM** on all working days either in person or by post.

The Bidders may download the **Tender Documents** directly available in the WEBSITE www.boseorissa.org and the Tender Paper cost of Rs. 100/- (Non-Refundable) by way of separate Demand Draft drawn in favour of **Principal, BOSE, Cuttack** payable at Cuttack should be enclosed along with the Bid. The Bidders should specifically super-scribe, "Downloaded from the WEBSITE" on the top left corner of the sealed envelope. The Tender cost and the EMD amount should be submitted in separate demand drafts. In case of any bid amendment and clarification noticed, responsibility lies with the bidders to collect the same from the website before last date of purchaser of tender document and the purchase shall have no responsibility for any delay or omission on part of the bidder.

TIME SCHEDULE :

a.	Price of Bidding	:	Rs. 100/- (Non-Refundable)
b.	Postal Charges, inland	:	Rs. 100.00 (Extra)
c.	Date of Commencement of Sale of Bidding document	:	28.01.2016 at 10.00 AM
d.	Last date for sale of Bidding documents	:	19.02.2016 up to 02.00 PM
e.	Last date and time for receipt of bids	:	19.02.2016 up to 03.00 PM
f.	Date and Time of opening of Tender and Technical bid	:	19.02.2016 at 04.00 PM
g.	*PLACE OF OPENING OF TENDER AND **ADDRESS FOR COMMUNICATION AND RECEIPT OF BID DOCUMENTS	:	*Office of Bhubanananda Orissa School of Engineering, Cuttack, SCB Medical College, Cuttack – 753007. ** BOSE, Cuttack – 753007.

**Principal
BOSE, Cuttack.**

SECTION – II
GENERAL TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF TOOLS
&EQUIPMENTS FOR SET UP OF “INDUSTRIAL SAFETY LABORATORY”**

Clause No.	DESCRIPTION
1	Document Establishing Bidder’s Eligibility & Qualification
	The Bidders shall furnish as part of the Bid the following Documents establishing Bidders eligibility and qualification to perform the contract to the Purchasers satisfaction.
1.1	Manufacturer / Authorised Distributor / Dealer having valid license / certificates for the quoted item and the direct Importers holding valid Import License of the product are eligible to participate in the Bid.
1.2	Bidders should have ISI or equivalent certificate for quoted instruments and equipment. However, the Purchaser shall have the right to consider the items where ISI or equivalent certification is not applicable.
1.3	The Bidder whether manufacturer / distributor / dealer must have experience of supply and installation of the quoted items in reputed Government Institutions / Public Undertakings / reputed Private Institutions within India / abroad during last preceding 5 (Five) yeas reckoned from the date of bid opening and the details must be submitted as per Annexure – IV along with documents of proof.
1.4	The Bidders shall have to produce document in support of their service associates nearest to Bhubaneswar, Odisha.
1.5	The Bidder is to submit a certificate from the Banker establishing the financial capability to handle this project.
1.6	Bidder shall have to provide operational Training for Machineries to one Official of consignee at Suppliers Plant or Consignee site at least for 3 to 5 days whichever is suitable to purchaser.
2	Document Establishing Goods Eligibility
	The instruments and equipment offered against the schedule of requirement of instruments, equipment and Machineries should be in accordance with the stipulated specifications and or reputed brand.
2.1	The documentary evidence establishing the brand and the model may be in the form of literature, pamphlets, manuals, drawing, circuit diagram etc.
2.2	Detailed description of instruments and equipment with essential technical and performance characteristics may also be furnished.
2.3	The Bidders should clearly mention in their bid regarding the compatibility of the various equipment or the individual units.
2.4	The quantity shown in the bid can be increased or decreased to any extent depending upon the actual requirement.
2.5	In case of electrical instruments / equipment, the same should confirm to IEC – 60601 or equivalent in support of electrical safety for operation
2.6	The instruments and equipment should have testing certificate for its satisfactory functioning.
3	Technical Bid (COVER – A)
	The following documents should be submitted after being attested by Notary Public.
3.1	Earnest Money Deposit.

3.2	Copy of the manufacturing license import license / Authorized Distributor / Dealer Certificate. The product offered in the bid should be from a valid registered unit as a manufacturer supported by certificate of registration from DIC or similar authority shall be enclosed.
3.3	Copy of the authorization from the Manufacturing Company / Authorized Distributor / Dealer. Annexure – III
3.4	The latest VAT / ST clearance certificate.
3.5	Performance / Market standing certificate as per Annexure – IV establishing that the Bidders have executed supply of such items as mentioned in Schedule of Requirement of instruments and equipment to different Government Organisations / Governments PSUs / reputed Private Institutions.
3.6	An affidavit in the prescribed declaration format as per Annexure – V . (Those are not registered under Odisha VAT.)
3.7	Copy of the IT PAN Card.
3.8	Details name, address, telephone no. fax, e-mail of the firm and of the Director / Managing Director / Proprietor of the firm (As per Annexure – VII)
3.9	Address, Telephone No. e-mail, FAX of the Branch Office / Contract Person / Liasoning Office in Odisha. (As per Annexure – VII)
3.10	Power of Attorney / Authorisation to a person for liasoning and monitoring the business on behalf of the manufacture / bidder but not entitle to raise the bills.
3.11	Document if any to establish the recognition of the manufacturing unit in respect of ISO or equivalent.
3.12	The original bid book signed & sealed by authorized person in each page as a token of acceptance of all terms and conditions of the tender with original receipt.
3.13	Document evidence establishing that the instruments & equipment and ancillary services to be supplied by the Bidders shall confirm to the Bidding Document.
3.14	Check list with detail of the document enclosed with page numbered. The document should be serially arranged as per this Annexure – VIII and should be securely tied and bound.
3.15	Bidders are required to submit Para-wise compliance to each parameter of specification.
3.16	Any deviation in the specification of the item including standard accessories / optional accessories should be marked in bold letters .
3.17	Bid form to be attached as per Annexure – VI .
3.18	Details of foundation drawing for instruments and equipment, if any, should be provided without the bid is liable for rejection.
3.19	The details of the service station / service associates nearest to Bhubaneswar shall have to be submitted to quality in the technical bid.
3.20	Willingness to provide operational Training for Machineries to one Official of each consignee at Suppliers Plant or Consignee site at least for 3 to 5 days whichever is suitable to Purchaser .
4	Price Bid (COVER – B)
4.1	The bid form quoting the rates for various instruments & equipment and other items should be submitted in a separate sealed cover hereinafter called Cover B (Price Bid) . Price Bid (Cover – B) of the bidders who qualify in Technical Bid (Cover – A) will only be opened.
4.2	The price of the each item shall be quoted as per the prescribed Price Schedule Format in Annexure – I along with price break up of custom duty, Excise Duty, CST, Packing,

	Forwarding and Handling charges, Insurance charges, Entry Tax (ET), Freight up to destination including unloading, VAT, installation and commissioning charges, incidental service including testing and training with total price per item at FOR destination. The bidders are required to submit the individual price of each instruments and equipment's as indicated in the schedule of requirements.
4.3	Each quoted item and all accessories should have warranty / guarantee for 2 (two) year from the date of commissioning (Annexure – II).
4.4	The Cover B of the qualifying bidders will be opened at the Office of the Bhubanananda Orissa School of Engineering, Cuttack on the date and time, that will be communicated to them after technical evaluation of Cover A .
4.5	The cost of standard accessories and optional accessories shall have to be quoted separately.
4.6	The bidders are required to submit the list of the spare parts required for the machine as well as the list of the dealers / Distributors of the spare parts nearest to Bhubaneswar, Odisha for its availability.
5.	BID CONDITIONS
5.1	The bidder should quote for the full quantity of the items.
5.2	The quoted rate shall not vary with the quantum of order placed or destination point.
5.3	A copy of the original bid conditions and the schedules should be signed by the bidder at the bottom of each page with the office seal duly affixed and returned along with the bid. Bid schedule should be duly filled in with an index and page number for the documents, enclosures & EMD etc. Paging must be done for all the documents submitted.
5.4	Bids should be type written or Computerized and every correction / over writing in the bid should invariably be attested with signature of the bidder with date before submission of the bids to the authority. No revision of price upward or downward will be allowed once the bid is opened. However the purchaser shall have the right for considering the exchange rate of foreign currencies on verification of documents.
5.5	Language of Bid.
	The Bid prepared by the bidders and all correspondence and document relating to the bid exchanged by the Bidders and the <i>Purchaser</i> , shall be written in the English language. Supporting document and printed literature furnished by the Bidders may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
5.6	Bid Price
	<ul style="list-style-type: none"> • The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initializing, dating and re-writing. • All duties, taxes, and other levies payable on the raw materials and components, job contract shall be included in the total price. • VAT in connection with the sale shall be shown separately. • The rates quoted by the bidders shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. • The price shall be quoted in Indian Rupees only.
5.7	VAT / ST clearance
	Copies of valid VAT clearance Certificates shall be furnished by the Bidders and the originals of the above certificates shall be produced to the purchaser before placement

	of notification of award if asked for by the Purchaser. As per Section 99 of VAT Act Foreign Companies / Bidders from outside the State who intend to participate in the bid and who have not been registered under VAT Act., Odisha, as they have not started any business in the State as yet, may be allowed to participate in the Bid without having any VAT Clearance Certificate subject to condition that they should submit undertakings in the form of an affidavit (Annexure-V) indicating therein that they are not registered under the VAT Act., Odisha as they have not started any business in the State and they have no liability under the Act., but before award of the final contract such bidders will have to produce the VAT Clearance Certificate in Form VAT 612.
5.8	EMD / Bid Security Deposit :
	All bidders are required to submit EMD/ Bid Security of 2% of the quoted amount in shape of Demand draft / irrevocable BG(Annexure – X) drawn in favour of Principal, BOSE, Cuttack only. The bid security shall be in Indian Rupees.
	NOTE : Non-submission of EMD or submission of less EMD than the desired one shall result in rejection of Bid. The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture. Unsuccessful bidders' bid security will be discharged after signing of contract with successful bidders. The successful Bidder's bid security will be discharged upon after signing the contract and furnishing the performance security by the Bidders. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity and in the case of a successful Bidder, if the Bidder fails to furnish performance security. The EMD / performance Security deposited against other Bids cannot be adjusted or considered for this Bid No. interest is payable on EMD / performance Security.
5.9	Performance Security
	The successful Bidders shall furnish Performance security (Annexure – X) within 21days after the Supplier's receipt of Notification of Award for an amount equivalent to 5% (Five Percent) of the Contract Price in the form of Demand Draft/ irrevocable BG issued by a Nationalized Bank in favour of the Purchaser valid up to 60 (sixty) days after the date of completion of Performance obligations including warranty obligations. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the supplier's performance obligations, including the warranty obligations, under the Contract. The Performance Security shall be forfeited in case any terms and conditions of the contract are infringed or the bidders fails to make complete supply satisfactorily or complete the work within the delivery / completion period agreed in the contract without prejudice to the purchaser's right to take further remedial actions in terms of the contract and bidding document which formed part of the contract.
5.10	SUBMISSION OF BIDS
	Sealing and Marking of Bids Bid should be submitted in two Bid system containing two parts as detailed below. Sealed Cover – A : Technical Bid. Sealed Cover – B : Price Bid
	Both the sealed envelopes should then be put in one outer cover and each cover should have the following indication: i. Reference No of Bid _____

	<p>ii. Bid regarding _____</p> <p>iii. Due date & time for submission of the Bid _____</p> <p>iv. Due date & time for opening of the Bid _____</p> <p>v. Name of the Firm _____</p> <p>NOTE:</p> <p>A. Bids submitted without following two Bid system procedures as mentioned above will be summarily rejected.</p> <p>B. Please Note that prices should not be indicated in the Technical Bid. The Pre-qualification document including EMD/ Performance Security as required in the Bid document should invariably be accompanied with the Technical Bid (Cover A). The outer envelope shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared “late”. If the cover containing the outer envelope is not sealed and marked as required, Purchaser will assume no responsibility for the bid’s misplacement or premature opening. The above procedure shall be adopted both for the Technical bid and price bid separately. Telex, cable, email or facsimile bids will be rejected.</p>
5.11	Deadline for Submission of Bids
	<p>Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid document, in which case all previous rights and obligations of the purchasers and bidders will remain same till the extended date.</p>
5.12	Modification and Withdrawal of Bids
	<p>No Modification and Withdrawal of Bids is allowed between the interval of time of submission and the last date and time of the bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidders on the bid form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security.</p>
5.13	BID OPENING
5.14	Clarification of Bids : The Purchaser will open all bids, in the presence of bidder’s representatives who choose to attend at 4.00 PM on dated 13-01-2016 at the Principal Chamber BOSE, Cuttack.
5.15	The bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser , the bids shall be opened at the appointed time and location on the next working day.
5.16	The bidder’s names, and the presence or absence of the requisite performance security and such other details as the Purchaser , at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidders.
5.17	Clarification of Bids
	During evaluation of bids, the Purchaser may , at its discretion, ask the bidders for clarification of its bid. The request for clarification and the response shall be in writing.

	Unless the purchaser asks for change in price due to the clarifications sought, the bidder is not permitted to alter the price furnished.
5.18	Preliminary Examination
	<ul style="list-style-type: none"> • The Purchaser will examine the bids to determine whether they are complete, • Whether any computational errors have been made • Whether required sureties have been furnished • Whether the document have been properly signed • Whether the bids are generally in order • Bids from Representatives, without proper authorization from the manufacturer shall be treated as non-responsive. • Arithmetical errors will be rectified on the following basis. For example if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. • If there is a discrepancy between words and figures, the amount in words will prevail. • Whether bids received along with certified copies of VAT valid up to preceding year issued by competent authority or declaration as per Annexure – VI. • The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidders. • The purchaser’s determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. • A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidders by correction of nonconformity.
5.19	Acceptance of the Bid
	<ul style="list-style-type: none"> • Bidders submitting bids would be considered who have considered and accepted all terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the bid. • Genuine equipment and instrument etc. should be supplied. Bidders should indicate the source of supply i.e. name and address of the manufacturers from whom the items are to be sourced. • Supply of equipment means – Installation and Commissioning, Demonstration as well as Training at site / Ex-Factory. No separate charges will be paid on this account.
5.20	Rejection of the Bid
	<ul style="list-style-type: none"> • The Bid document shall be out-rightly rejected under following stipulation and no correspondence will be entertained whatsoever. • If the Bidders has not furnished the EMD / BID Security (Annexure – X) or EMD exemption certificate from competent authority. • If the Bidders has not submitted the Price as per the prescribed annexure – I. • If the bid is not supplemented with breakup of standard accessories / Optional accessories & cost of AMC separately for three years after completion of warranty period. • Photo copy of the up-to-date valid manufacturing license / import license (if it is imported) / dealership certificate / Distributor certificate. • If the bidders, whether manufacturer or authorized distributor / dealer have not supplied the required quantity for qualification as per the eligibility criteria and not submitted the

	<p>performance statement at Annexure – IV</p> <ul style="list-style-type: none"> • If the quoted product of the bidders not confirms to technical specification and standard of workmanship required by the Purchaser. • If the bidder has not furnished detailed mandatory drawings, Foundation drawings & schedule of supply of items, if required. • An affidavit in the prescribed declaration format as per Annexure – V. (Those are not registered under ODISHA VAT.) • If the bidders has not agreed to give the required performance security. • If Bidder is not willing to provide operational Training for Machineries to one Official at Suppliers Plant site at least for 3 to 5 days whichever is suitable to Purchaser.
5.21	Purchaser’s Right to Accept any Bid and to Reject any Bid
	The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids without assigning any reason thereof at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or Bidders on the grounds of such action of the purchaser. In case no bidder qualifies as per qualifying criteria and standards, purchaser may at his discretion relax qualification criteria for award of contract.
5.22	Evaluation and Comparison of Bids
	The comparison shall be of FOR destination price basis including the price of all costs wherever applicable as well as duties and taxes (but excluding VAT) paid or payable and Machineries, instruments & equipment incorporated or to be incorporated in the items including the warrantee/guarantee period from the date of installation.
	<ul style="list-style-type: none"> • The Purchaser’s evaluation of a bid will take into account, in addition to the bid price and the price of incidental services. • The purpose of bid evaluation is to determine substantially responsive bid with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award. • Evaluation of bids should be made strictly in terms of the provisions in the bid document to ensure compliance with the commercial and technical aspects. • The past performance of the suppliers will be taken into account while evaluating the bids. • Cost of the inland transportation, insurance and other costs within the Purchaser’s Country incidental to delivery of the goods to their final destination; • Delivery schedule offered in the bid; • Deviations in payment schedule from that specified in the General Terms & Conditions of Contract; • The cost of components, spare parts and service. • The availability in the Purchaser’s country of spare parts and after-sales services for the goods offered in the bid; • The projected operating and maintenance costs during the life of the equipment/ goods. • The performance and productivity of the equipment/ goods offered; • The quality and adaptability of the equipment/ goods offered. • Any other point as deemed proper to be incorporated by the evaluation committee. Alternative options of offer shall not be allowed. • Each Bidder shall submit only one quotation.

	<ul style="list-style-type: none"> • The quotation would be evaluated separately for each item • Sales Tax in connection with sale of goods shall not be taken into account in evaluation. • Negotiation shall be made with the lowest evaluated bidder. • Lowest evaluated price shall be taken in to consideration, but not the lowest quoted price. The evaluation shall include the vetting of technical specification, comparison of price as per Govt. of Odisha guideline. The cost of AMC shall be considered separately. • Willingness to provide operational Training to one Official of each consignee at Suppliers Plant or at consignee site for at least 3 to 5 days whichever is suitable to Purchaser.
6.0	Supply Conditions
6.1	Delivery of Goods
	The delivery of goods shall be made by the supplier to the Consignee in accordance to the order as shall be detailed in the Schedule of requirements & technical specifications.
6.2	Instruments, Equipment & Machinerics Demonstration cum Inspection
	Purchaser reserves the right to ask for demonstration cum inspection of the instruments & equipment where ever applicable.
6.3	Inspection / Test / Training
	<p>The supplier shall get each equipment inspected in manufactures works and submit a test certificate (New & Un used) and also guarantee / warranty certificate that the equipment confirms to laid down specifications.</p> <p>The supplier shall invite the purchaser for pre-dispatch inspection. The Purchaser or his representative shall have the right to inspect / examine / test the goods in conformity with the contract awarded / supply order during the production or before dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.</p> <p>The inspection/examination / test may be conducted in the premises of the Supplier or at the goods final destination or at the premises of the consignee, as will be decided by the Purchaser.</p> <p>The purchaser's right to inspect / examine / test & where necessary to reject the instruments & equipment after the arrival of the goods at the final destination, shall in no way be limited or waived by the reason of the goods having been inspected and tested by the manufacturer previously. In case of rejection of the goods at the final destination after inspection and test as stipulated above and in case any inspected / tested goods fail to confirm to the specification / working condition, the purchaser may reject them and the supplier shall replace / repair the same free of cost.</p>
6.4	Warrantee Period (Comprehensive)
	The Bidders must quote for a minimum period of 2 (Two) years of comprehensive warranty from the date of completion of the satisfactory commissioning as per (Annexure – II). This also includes all accessories related to instruments & equipment quoted for
6.5	Up time Warrantee
	The Bidders should provide uptime guarantee of 95%.
6.6	Downtime Penalty Clause
	<p>During the warranty period, desired uptime of 95% of 365 days (24 hours) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days or more will be applied for which the equipment goes out of service.</p> <p>In no case the machinerics should remain in non-working condition for more than 30 days beyond which a penalty of 0.2% of machine cost will be charged per day.</p>

	The principal or his agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.
6.7	Payment Terms
	No advance payment will be made by the Purchaser to the supplier for performance of the contract. 100% of the contract price shall be paid within 15 (fifteen) days after receipt of stock entry certificate from the Consignee, after satisfactory supply, installation, demonstration, Commissioning & training of the goods within due date of delivery.
6.8	Transportation
	The Supplier shall be required to meet all transport and storage expenses until commissioning of the instrument(s) / equipment covered in the contract.
6.9	Taxes and Duties
	<p>The Supplier shall be entirely responsible for payment of all Taxes, Duties etc. incurred until delivery of the contract goods to the Consignee subject to recovery afterwards in the bill as claimed in the Bid offer.</p> <p>VAT as applicable is payable, to the suppliers of the State of Odisha if claimed in the Bid offer.</p> <p>C.S.T will be paid to the Suppliers of the outside State other than Odisha, if claimed in the Bid offer. Any revision of CST shall automatically be taken into account.</p> <p>Entry Tax, if paid by the Supplier, at the local (destination head) Corporation / Municipality / NAC is allowed once only on production of money receipt for such payment, if claimed in the Bid offer.</p> <p>Any other statutory levy imposed by the Govt. of India/ Govt. of Odisha from time to time will be considered extra on demand with adequate proof thereof.</p> <p>The service tax and the work contract tax shall be levied (Wherever applicable). Income Tax as applicable shall be deducted at source.</p>
6.10	Incidental Services
	<p>The Supplier shall be required to provide any or all of the following services : (The cost should be included in the quoted Price)</p> <ul style="list-style-type: none"> • Furnishing of detailed literature / pamphlets / circuit diagram / operation & maintenance manual / drawings (as applicable) for each appropriate unit of supplied goods. • Furnishing of tools required for assembly and / or maintenance of the supplied goods. • Performance or supervision of on-site assembly and the supplied goods. • Performance or supervision or maintenance and/ or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty/ guarantee obligations under the contract. • Training of the Purchaser's personnel at the Supplier's plant and / or on site, in assembly, start up, operation, maintenance and / or repair of the supplied goods is Mandatory. A maintenance contract for the goods supplied, if required by the user beyond the warranty period shall be on mutually agreed upon terms between the user and supplier. The cost of such maintenance contract shall not be included in the Bid cost.
6.11	Period of Validity of Bids
	<ul style="list-style-type: none"> • The bid rates should be kept open/ valid for a period of 120 days from the date the Bids are opened. • A bid valid for a shorter period i.e less than 120 days shall be rejected, as non-responsive. • In absence of any indication of the date of validity in the bid, it will be presumed that the offer will remain valid for the minimum period i.e. 120 days as prescribed above.

	<ul style="list-style-type: none"> In exceptional circumstances the purchaser may solicit the bidders consent for extension of the period of validity. If agreed upon, the bid security so deposited shall also be suitably extended.
6.12	Commissioning Period
	Maximum commissioning period is 30 days from the date of supply.
6.13	Standards
	The Goods supplied under this Contract shall New & Un used confirms to the standards mentioned in the Technical Specifications and when no standard is mentioned, the Goods shall conform to the standards prescribed by the Bureau of Indian Standard (BIS) or equivalent wherever necessary.
6.14	Award Criteria
	<ul style="list-style-type: none"> The Purchaser will award the Contract to the successful Bidders whose bid has been determined as the lowest evaluated bid, provided further that the Bidders is determined to be qualified to perform the Contract satisfactorily. Quality, durability and adaptability of the instrument(s) / equipment(s) offered suiting to the purpose shall continue to be the overriding factor for selecting the same and determining the lowest evaluated bid. The purchaser shall award the contract within the period of validity of bids to the Bidders who meets the Bid condition in all aspects has the necessary technical and production capabilities and financial resources whose Bid is substantially responsive to the bid conditions and has offered the lowest evaluated cost
6.15	Penalty against late delivery
	<p>If the delivery is not effected in the due date i.e. 2 (Two) months from the date of issue of Purchase Order the purchaser will have the right to impose penalty as under.</p> <p>a. First extension of 1(one) month or part thereof - @ 2% of the value of balance items;</p> <p>b. For second extension for an additional one month – 3 % of the value of balance items</p> <p>c. If the bidder fails to execute the order within the extended time schedule as above the firm will be black-listed for two years from the date of issue of purchase order.</p>
6.16	Penalty against Non Supply
	In case of non-supply of Stores within the due date i.e. within the date of delivery, the Principal, BOSE, Cuttack, Odisha will have the right to impose penalty, as deemed fit, to resort to risk purchase in full or part thereof at his / her discretion, his / her decision shall be final and binding and the cost shall be recovered for the defaulted party.
6.17	Demonstration
	The bidders may be required to demonstrate the quoted instrument(s) & equipment(s) during the technical evaluation, if required, at the nearest point of installation failing which their bids/offer shall be rejected
6.18	Force measure
	The Supplier shall not be liable for forfeiture of its performance security, liquidation 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 measure. For purposes of this Clause “Force majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
6.19	Reject Items
	No payment shall be made for rejected supplied items. Rejected items must be removed by the bidders within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned by the purchaser (at the risk and responsibility of the suppliers) without any further notice.
6.20	Annual Maintenance Contract
	The Cost of Annual maintenance contract for next 3 years after warranty period shall be submitted as per the Annexure at I - (b) . The after sales service during and after the warranty / guarantee period should be available from companies own engineers.
7.0	Governing Language
	The contract shall be written in English language. All correspondence and document pertaining to the Contract which is exchanged by the parties shall be written in the same language.
8.0	Application Law
	The Contract shall be interpreted in accordance with the laws of the Union of India.
9.0	Notification of Award
	<ul style="list-style-type: none"> • Prior to the expiration of the period of validity of the Bid, the Purchaser will notify the successful Bidders in writing by registered letter or by Fax, to be confirmed in writing by registered letter or by speed post, that his bid has been accepted. • The notification of award will constitute the formation of the Contract. • Upon the successful Bidder's furnishing of the performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.
10.0	Signing of Contract
	At the same time as the Purchaser notifies the successful Bidders that his bid has been accepted, the Purchaser will send the Bidders the Contract Form provided in the bidding document (Annexure – XI), incorporating all terms and conditions of the agreements between the parties within thirty (21) days of receipt of the Contract Form, the successful Bidders shall sign and date the contract and return it to the Purchaser.
11.0	Resolution of Disputes by Arbitration
	The Purchaser and the Supplier should try to resolve the disputes, if any, arising out of the contract, amicably between them, failing which the same shall be referred to the Commissioner Cum Secretary to Government, Employment, Technical Education & Training Department, Government of Odisha, Bhubaneswar for adjudication as the sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 whose decision will be final and binding on all the parties to the dispute.
12.0	Jurisdiction of the Court
	The Purchaser and the Supplier shall agree that the competent Court at Cuttack shall have the jurisdiction to try and decide anything between the parties and they may approach the Competent Court at Cuttack if required at any time.

**Principal
BOSE, Cuttack.**

SECTION – III
FORMS AND ANNEXURES

BID REFERENCE NO. – 281 / BOSE, CUTTACK / TENDER – 25.01.2016
PRICE SCHEDULE (ITEM WISE)

1	2	3	4							5	6	7	
			PRICE FOR EACH UNIT EXCLUDING VAT										
Sl. No.	Item Description	Quantity	Ex-factory / Ex-Ware House / Ex-Showroom / Off- the Shelf	Excise Duty, if any	Packing & Forwarding	Inland transport, insurance and incidental costs, incidental to delivery	Incidental services including design, fabrication, erection & commissioning	Customs duty if applicable	ET and other taxes if any payable	Unit price at consignee point excluding VAT	VAT per unit	Unit price at consignee point including VAT	Total Unit price including VAT over schedule for delivery at final destination
			a	b	c	d	e	f	g	$F = a + b + c + d + e + f + g$		$6 = 4F + 5$	$7 = 6 \times 3$

Unit price in words (Rupees) Only

Note :

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

Place :

Signature of Bidders

Date :

Name

PRICE SCHEDULE (ITEM WISE) – B

PRICE SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT AFTER COMPLETION OF WARRANTY PERIOD.

Sl. No.	Brief description of Goods	Quantity in Nos.				Total Annual Maintenance Contract cost 3 years i.e. 3 x (4a + 4b + 4c)
1	2	3	4			5
			1 st Yr.	2 nd Yr.	3 rd Yr.	
			a	b	c	

** After Completion of warranty period

Note :

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing & calibration as per technical / service / operational manual, labour and spares, after satisfactory completion of warranty period may be quoted for next 3 years on yearly basis for complete equipment and turnkey (if any).
3. The cost of AMC may be quoted along with taxes applicable on the date of bid opening. The taxes to be paid extra, to be specifically stated. In absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of AMC will not be added for Ranking / Evaluation purpose. However, the cost of AMC for lowest evaluated bidder is subject to negotiation.
5. The payment of AMC will be made as per payment terms of the bid document.
6. The uptime warranty and down time penalty shall be as per the bid document.
7. All software update should be provided free of cost during AMC period.
8. The stipulations in Technical Specification will supersede above provisions.
9. The supplier shall keep sufficient stock of spare require during Annual comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place :

Date :

Signature of Bidder Business

Address. Seal of the Bidder.

BID REFERENCE NO. – 281 / BOSE, CUTTACK / TENDER – 25.01.2016**WARRANTY MAINTENANCE CONTRACT AGREEMENT**

THIS AGREEMENT made the day of, 20___ between the BOSE, Cuttack (hereinafter "the Purchaser") of the one part and M/s..... (Herein after called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain Goods & ancillary services viz, supply, installation and commissioning of the equipments at its premises / laboratory / workshop including Comprehensive Warranty Maintenance Services and has accepted a bid by the Supplier for the instruments & equipment specified below at the Consignee site including Comprehensive Warranty Maintenance Services for a period of 2 (Two) year from the date of installation & commissioning of the instruments & equipment as per award of Contract No..... Dated

Name of the Equipment & machineries	Qty
------------------------------------------------	------------

(To be filled in as per details of goods in the award of Contract)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Maintenance Services shall consist of Preventive and Corrective maintenance of equipment specified above & will include repair and replacement of parts free of cost.
2. Preventive maintenance, monthly once, which includes:
 - 2.1. Check-up to ensure that device connection is proper; cabling is at proper condition etc.
 - 2.2. Cleaning of the above instruments & equipments and checking the System Performance.
3. The Supplier is to furnish the tentative schedule of the preventive maintenance of Warranty Maintenance Contract (WMC) to be carried out.
4. The parts replaced must be new parts or equivalent in performance to new parts.
5. The Supplier will also provide the same maintenance service in case of the movement of equipment from the place of original installation to a different place or location, if the equipment is shifted by the Purchaser to another place or location at the cost and risk of the purchaser.
6. Any complaint informed through telephone must be acknowledged with a Complaint No. by the Supplier which will be noted by Consignee. All further contact with the Supplier on such complaint will be initiated through that Complaint No. Once rectification done, that No. will be cancelled by both parties. A register is to be maintained by the Supplier where complaints are to be noted along with Complaint No.
7. The maintenance shall normally be done at the earliest.

8. The Service Engineer of the Supplier will be allowed to handle the respective plant & machineries only in presence of the officer in charge at the Consignee site.
9. The Supplier should ensure that maintenance job is not hampered/ delayed due to paucity of spares/inadequate manpower etc.
10. The Supplier should submit the services call report, to the Consignee for each and every service call without fail.
11. In case of delay/ lack of communication, down time will be calculated as mentioned below in WMC Clause.

COMPREHENSIVE WARRANTY MAINTENANCE CONTRACT (CWMC) CLAUSE

Normal response time for repair is 72 hours from the actual time of reporting of the problem to the Supplier.

	PERIOD	EXTENSION OF WMC PERIOD
Response Time	Above 24 hrs. & below 48 hrs.	2 days for delay of each day.
	Above 48 hrs. & below 96 hrs.	One Week for each day of delay
	Above 96 hrs.	Two Weeks for each day of delay
Down Time	Above 24 hrs. & below 48 hrs.	Two days for delay of each day.
	Above 48 hrs. & below 96 hrs.	One Week for each day of delay
	Above 96 hrs.	Two Weeks for each day of delay

13. The Supplier evaluation data format for the WMC of Consignee systems may be filled up for necessary action.
14. All formats after filled up should be signed at the end of each page by the Supplier.
15. After completion of the work/repair/maintenance, the Purchaser shall issue a certificate of completion to the supplier to that effect.

Signature for the Purchaser

Name :
 Designation :
 Address :
 Telephone No. :

Signature for the Supplier

Name :
 Designation :
 Address :
 Telephone No. :

BID REFERENCE NO. – 281 / BOSE, CUTTACK / TENDER – 25.01.2016

MANUFACTURERS AUTHORIZATION FORM

No. _____ Date _____

To
The Principal
BOSE, Cuttack.

Dear Sir, Bid No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ (Address of Factory) dot hereby authorize M/s. _____ (Name and address of Agent) to submit a bid and sign the contract with you against the above bid.

* No company or firm or individual other than M/s. _____ are authorized to bid and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guaranty and warranty as per general conditions of contract for the goods and services offered by the above firm against this bid.

Yours faithfully,

(Signature for and on behalf of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person, competent and having the power of attorney to bind the manufacturer. It should be included by the Bidders in its bid.

- This para should be deleted for simple items where manufactures sell the product through different stockiest.
- The Supplier / Managing Director of the Company (if the supplier is a Company) or the Power of Attorney Holder having specific power to sign the contract can only sign the contract / execute the agreement.

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016**DECLARATION**

I / We M/s. _____ represented by its Proprietor/Managing Partner/ Managing Director having its Registered Office at _____ and its Factory premises at _____ do declare that I/ We have carefully read all the conditions of bid in Ref. No. _____ for supply, installation, demonstration & commissioning Machineries and will abide by all the terms & conditions of the Bid.

We do hereby declare that I/We are not registered under the VAT Act as I/ We have not started any business in the State and have no liability under the Act but before award of the final contract we will produce the VAT Clearance Certificate in Form VAT 612.

Place :

Signature of the Bidders

Date :

Official Seal

N.B : The affidavit shall be made on no – judicial stamp paper of Rs. 20.00

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016

BID FORM

DATE :

To

.....
.....

(Complete address of the purchaser)

Ref: Your Bid Enquiry document No. _____ dated _____ we, the undersigned have examined the above mentioned Tender Enquiry document, including amendment / corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. If our bid is accepted, we undertake to supply the instruments & equipment and perform the services as mentioned, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form as per Bid Document. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the validity period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred bid enquiry.

I / We declare that we possess the valid manufacturing license and / import license issued by the Competent Authority. I / We furnish the particulars in this regard in enclosure to this declaration.

I / We do hereby declare that I / We have not been de-recognized / black listed / convicted by any State Government / Union Territories/ Government of India for supply of substandard quality items / part supply / non-supply.

I / We agree that the Bid Inviting Authority can forfeit the Earnest Money Deposit and or Security Deposit and blacklist me/ us for a period of 2 (two) years if, any information furnished by us proved to be false at the time of inspection/ verification and not complying with the Bid terms & conditions.

I / We do hereby declare that I/We will supply the machineries / testing equipment and other items as per the terms, conditions & specifications of the bid document.

I / We do hereby declare that am/ are not supplying/ quoting the same item at the lower rate quoted in the bid to any Government organization or any other institute.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016

DETAILS OF THE BIDDERS

Bid Reference No.

Date of Opening

Name and address of the Bidder :

1. Name of the bidder
 - a. Full postal address
 - b. Full address of the premises
 - c. Telegraphic address
 - d. Telephone number
 - e. Fax number
 - f. E mail:
 - g. PAN No
 - h. TIN No
2. Total annual turn-over (value in Rupees)
3. Quality control arrangement details
4. Test certificate held
 - a. Type test
 - b. BIS/ISO certification
 - c. Any other
5. Details of staff
 - a. Technical
 - b. Skilled
 - c. Unskilled
6. Branch Office/ Contact Person/ Liasoning Office in Odisha.
 - a. Address
 - b. Telephone No.
 - c. e-mail
 - d. Fax of the

Signature and seal of the Bidder

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016

CHECK LIST

Sl. No.	Description	Cover		Page No.
1	EMD in the form of DD / BG (Annexure – IX) shall be kept in an envelope	A	Yes / No	
2	Duly attested photocopy of manufacturing License / Dealership / Distributorship Certificates for the product duly approved by the Licensing authority for each and every product quoted.	A	Yes / No	
3	Duly attested photocopy of Import License, if imported	A	Yes / No	
4	Authorization letter nominating a responsible person / liaisoning agent of the bidder to transact the business with the Bid Inviting Authority	A	Yes / No	
5	Performance Report for 5 years (Annexure – IV)	A	Yes / No	
6	Manufactures authorization (Annexure – III)	A	Yes / No	
7	Bid Form (Annexure – VI)	A	Yes / No	
8	Details of the Bidders (Annexure – VII)	A	Yes / No	
9	BIS certificate if any or equivalent. (wherever applicable)	A	Yes / No	
10	The Bid document signed by the bidder in all pages with office seal.	A	Yes / No	
11	An affidavit regarding VAT clearance (Annexure – VI)	A	Yes / No	
12	VAT clearance certificate	A		
13	Price Schedule – Annexure – I	B	Yes / No	
14	Detailed Lay out, mandatory drawings and Foundation drawing etc.	A	Yes / No	
15	Schedule of supply of items with detail Specification including Demonstration, Installation, Commissioning & Training	A	Yes / No	

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016

PERFORMANCE SECURITY

Bank Guarantee No. :

Notification of Award No.

To

The Principal, BOSE, Cuttack.

WHEREAS..... (name and address of the supplier (hereinafter called “the supplier”) has undertaken in pursuance of contract no.dated.....to supply..... (description of goods and service) (here in after called“ the contract”) issued by you (the purchaser) in favour of the supplier.

AND WHEREAS we have agreed to give the supplier been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a Nationalized /commercial Bank recognized by you for the sum specified therein as security for compliance with the supplier’s performance obligations in accordance with the 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 a sum of Rs.(Rupees) and we undertake to pay you, upon your first written demand declaring the supplier to the in default under the contract and without cavil or argument, any sum or sums within the limits of guarantee amount, as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the 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 supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of such change, addition or modification.

This guarantee is valid until..... Day of month of 20.....

Our.....branch at.....(Name & Address of the branch) is liable to pay the guarantee amount depending on the filing of claim and any part thereof under this Bank Guarantee 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 address of the Branch

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016**BID SECURITY FORM**

Whereas1 (hereinafter called "the Bidder") has submitted their bid dated..... (date of submission of bid) for the supply of (Name and/or description of the goods) (Hereinafter called "the Bid") against the purchaser's bid enquiry No.....

KNOW ALL PEOPLE by these presents that WE of having our registered office at are bound to..... (Name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a. Withdraws or amends, impairs or derogates from the Bid in any respect with in the period of bid validity of this Bid.
 - b. Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity:
 - a. Fails or refuses to execute the Contract Form or
 - b. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidder; we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

(Signature of the authorised officer of the Bank)

.....

.....

(Name and Designation of the officer)

Seal, Name & address of the Bank address of the Branch

Note: The bank guarantee [submitted by Indian Bidder] should be executed on stamp paper in accordance with stamp Act. The stamp paper should be in the name of executing bank.

BID REFERENCE NO. 281 / BOSE, CUTTACK / TENDER – 25.01.2016**CONTRACT FORM**

THIS AGREEMENT made the day of, 20 Between
(Name of purchaser) of *(Country of Purchaser)* (here in after called "the Purchaser") on
 behalf of Governor of Odisha, of the one part and *(Name of Supplier)* of
 *(City and Country of Supplier)* (herein after called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,
 *(Brief Description of Goods and Services)* and has accepted a bid by the
 Supplier for the supply of those goods and services in the sum of *(Contract Price
 in Words and Figures)* (here in after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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.....(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 of a day fixed in a notice by either of 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 completions installation and during the period aforesaid shall be made good to render due service at the cost of the supplier within a period of two months 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 supplier has no intention to discharge the obligation and there upon 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 responsible for any loss or damage during the transit or any time prior to inspection and approval.
6. That the price of goods shall be paid on completion of supplies and installation.
7. That any damage or deficiency if not removed during 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 here under 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 5% of contract value towards performance security at the time of acceptance of contract 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 following manner. The Purchaser and the Supplier should try to resolve the disputes, if any, arising out of the contract, amicably between them, failing which the same shall be referred to the Commissioner Cum Secretary to Government, Employment, Technical Education & Training Department, Government of Odisha, Bhubaneswar for adjudication as the sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 whose decision will be final and binding on all the parties to the dispute.
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 raise at Cuttack.
12. That stamp duty shall be borne by supplier.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said..... (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
Said..... (For the Supplier)
In the presence of.....

SECTION – IV
SCHEDULE OF REQUIREMENTS AND
TECHNICAL SPECIFICATION

**BOSE 2016 SUBMISSION BID PACKAGE No. 01
LABORATORY EQUIPMENTS FOR MECHANICAL ENGG. DEPARTMENT**

Item No.	Description	Quantity	Rate	Amount
1	Apparatus to find out law of moments			
2	Apparatus for lame's theorem			
3	Apparatus to find angle of repose			
4	Apparatus for polygon law of forces			
5	Apparatus for Joule's experiment			
6	Apparatus to find coefficient of friction of bearing			
7	Wheel train to find M.A, V.R and efficiency			
8	Apparatus to find C_d , from venture meter			
9	Apparatus to find C_c , C_v , C_d , from orifice meter			
10	Apparatus to find Darcy's coefficient from flow through pipes			
11	Impulse turbine for performance test			
12	Reciprocating pump for performance test			
13	Single cylinder petrol engine tutor to find brake thermal efficiency			
14	Single cylinder diesel engine to find BTE			
15	Multi cylinder engine for Morse Test			
16	Refrigeration Tutor to find COP			
17	A.C. Tutor to find COP			
18	Hartnel / Watt / Porter Governor to find Centrifugal force			
19	Model of Journal bearing Apparatus			
20	Models of different CAM and Followers			
21	Models of epicycle gear train			

BOSE 2016 SUBMISSION BID PACKAGE No. 02
LABORATORY EQUIPMENTS FOR APPLIED ELECTRONICS & INSTRUMENTATION
ENGG. DEPARTMENT

Item No.	Description	Quantity	Rate	Amount
1	P.F meter			
2	Energy meter			
3	Flux meter			
4	Simple Telescope			
5	Simple Microscope			
6	Spectrometer			
7	PMMC dynamo meter			
8	Watt meter (Analog & Digital)			
9	Fiber optic sensor			
10	Hall effect setup			
11	PT & CT setup			