



OFFICE OF THE LABOUR COMMISSIONER, ODISHA, BHUBANESWAR

BID DOCUMENT

FOR

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF

1.5 TON SPLIT AIR-CONDITIONERS (5 STAR) WITH

STABILIZERS

Reference No. **Labour/2016-17/01**

Date: 25.07.2016

Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001, Odisha

Ph. No.: (0674) 2390624, E-Mail: labcom.orissa@gmail.com

Table of Contents

ELIGIBILITY CRITERIA	5	
COST OF BID DOCUMENT:		12
EMD:		12
SPECIAL CONDITIONS OF CONTRACT	19	
INTERPRETATION:	21	
	23	
SUBCONTRACTING:	25	
PACKING AND DOCUMENTS:	25	
ANNEXURE I	34	
ANNEXURE II	35	
ANNEXURE III	40	
ANNEXURE IV	41	
ANNEXURE V	42	
ANNEXURE VI	43	
ANNEXURE VII	45	
ANNEXURE VIII	46	
ANNEXURE IX	47	
ANNEXURE X	48	
FORMAT FOR AGREEMENT	48	
ANNEXURE XI	50	
BANK GUARANTEE FORM	50	



NOTICE INVITING BID

**Office of the Labour Commissioner
Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001**

Ph. No.: (0674) 2390624, E-Mail: labcom.orissa@gmail.com

Bid Reference No. : Labour/2016-17/01 Date: 25.07.2016

1. Bids are invited from eligible Bidders (Manufacturers/ Authorized Distributors) interested to **supply, install, test & commission 1.5 Ton Split Air-Conditioners (5 Star) with Stabilizers (75 nos.)** to the Office of the Labour Commissioner, Odisha, Bhubaneswar vide a contract with specific terms and conditions. The actual no.s to be supplied may increase subject to approval of the Government in Labour & ESI Department.
2. Interested Bidders can download the bid document containing detailed terms & conditions, scope and eligibility criteria from the department website and directorate website (www.labdirodisha.gov.in). The cost of the bid document for **Rs.2,100/- (Rupees Two Thousand One Hundred)** only (including Odisha VAT) (non-refundable) shall be submitted along with the technical bid in the form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar.
3. The bids (both technical and financial) by eligible Bidders shall reach the Office of the undersigned within due date and time (**i.e. 20.08.2016 upto 4 P.M.**) in the prescribed format and manner. All bids must be accompanied by an EMD for **Rs.1,00,000/- (Rupees One lakh)** only, to be submitted along with the technical bid in the form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar.
4. Electronic bidding is not permitted. Bids received after due date and time shall be rejected. There is no system of receipt of bid through drop box or by hand. Bids shall be received only through registered post/ speed post/ courier service.

5. The bidders have to submit information in the Proforma attached as **Annexure I**.

6. Delivery Sites are mentioned in **Annexure II**.

7. Key Information:

Sl. No.	Particulars	Information
1.	Start Date for sale or availability of bid document in the official website	25.07.2016
2.	Cost of bid document (including Odisha VAT) (non-refundable)	Rs.2,100/-
3.	Date & Time for Pre-Bid Meeting	02.08.2016 at 11 A.M.
4.	Venue of Pre-Bid Meeting	Conference Hall, Office of the Labour Commissioner, Odisha, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001
5.	Last date and time for receipt of bids	20.08.2016 up to 4 P.M.
6.	Date and time for opening of Technical bids	20.08.2016 at 4.30P.M.
7.	Venue of Bid Opening Meeting	Conference Hall, Office of the Labour Commissioner, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001
8.	EMD	Rs.1,00,000/-
9.	Address for submission of bids	Office of the Labour Commissioner, Odisha, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001

Note: In case the closing date for sale of bid document or/ and date for Pre-Bid Meeting or/ and last date for receipt of bids happens to be a holiday for the Office of Labour Commissioner, Odisha, Bhubaneswar for any reason, the activity will be held on the immediate next working day at the same time & place.

Sd/-

Labour Commissioner

O/o. the Labour Commissioner, Odisha, Bhubaneswar

B. Eligibility Criteria

The interested Bidders shall have to comply to the following criteria to participate in the tendering process -

1. If the bidder is a Manufacturer, he must have manufactured, tested and supplied the equipments similar to the type specified in this bid document up to at least 200% of the quantity required in any one of the last 3 Financial Years i.e. 2013-14 to 2015-16. At least 100% of such supplied equipments should be in satisfactory operation for last one year as on the last date of bid submission.
2. If the bidder is an Authorized Distributor, he must have successfully supplied the equipments similar to the type specified in this bid document up to at least 100% of the quantity required in any one of the last 3 Financial Years i.e. 2013-14 to 2015-16. At least 50% of such supplied equipments should be in satisfactory operation for last one year as on the last date of bid submission. However, the bid shall also include the information about the Manufacturer, as mentioned at Annexure-I, whose goods have been offered.
3. The equipments for supply must be of the most recent series models incorporating the latest technology and design.
4. The facility should be certified for ISO 9001:2008 in design, development, testing, manufacturing, supply and after sales support.
5. The bidder shall furnish the information on all past supplies and satisfactory performance for 1 and 2 above in the Proforma under **Annexure III**.
6. The bidder must have adequate field service centers to provide necessary field service required to successfully supply, install, test, commission and for maintenance of the equipments.
7. **Financial Capability:** The minimum required average annual turnover in respect of the bidder in the last 3 Financial Years i.e. 2012-13, 2013-14 & 2014-15 or 2013-14, 2014-15 & 2015-16 is Rs. 2 crores.
8. All bids submitted shall also include the following information along with specified formats:

- (i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm, etc.
- (ii) Copies of Purchase Orders for the similar equipments supplied during last 3 Financial Years i.e. 2013-14 to 2015-16.
- (iii) Copies of Performance Certificates indicating satisfactory operation of similar equipments supplied during last 3 Financial Years i.e. 2013-14 to 2015-16.
- (iv) Details of Service Centers in **Annexure IV** and information on service support facilities that would be provided after the warranty period.
- (v) Reports on financial standing of the Bidder such as Audited Profit and Loss Statements and Audited Balance Sheets for the past three (3) Financial Years i.e. 2012-13 to 2014-15 or 2013-14 to 2015-16. (Provisional Audited Accounts shall not be considered.)
- (vi) Copies of PAN Card, Service Tax Registration Certificate and up to date VAT Clearance Certificate.
- (vii) Affidavit in **Annexure V** that the bidder has not been debarred/blacklisted by any Govt./ Semi-Govt./ Public Sector/ Corporate Organization.

C. Instructions to Bidders

1. General:

1.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

1.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if any.

2. Clarification on Bidding Documents:

2.1 A prospective Bidder requiring any clarification on the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the pre-bid meeting, to be held on **01.08.2016**. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the due procedures.

2.2 The prospective Bidders may visit the site of installation & commissioning of the Air-Conditioners and understand the nature & scope of the work before quoting.

3. Amendment of Bidding Documents:

3.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

3.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

3.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

4. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Language of Bid:

5.1 The Bid as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Documents Comprising the Bid:

The Bid shall comprise the following:

- (a) Technical Bid:
 - i. Cost of Bid Document for **Rs.2,100/-**;
 - ii. EMD for **Rs.1,00,000/-**;
 - iii. Written confirmation authorizing the signatory of the Bid to commit the Bidder;

- iv. Documentary evidence establishing the Bidder's eligibility to bid;
 - v. Documentary evidence that the Goods and Related Services conform to the Bidding Documents;
 - vi. Manufacturers' Offer/ Manufacturers' authorization form.
 - vii. Any other document required in the Bid Document other than Financial Bid;
- (b) Financial Bid:
Financial Bid in the Format at **Annexure VI**.

7. Alternative Bids

Alternative bids shall not be considered.

8. Bid Prices:

8.1 Prices shall be quoted as specified in the Financial Bid. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.

8.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in this bid document. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the bid document, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

8.3 Prices quoted shall correspond to 100 % of the items specified in this bid document.

9. Currencies of Bid:

The Bidder shall quote in Indian Rupees only.

10. Documents Establishing the Conformity of the Goods and Related Services:

10.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in **Annexure VII**.

10.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the technical specifications.

10.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in this bid document following commencement of the use of the goods by the Purchaser.

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

11. Documents Establishing the Qualifications of the Bidder:

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if a Bidder is the Original Equipment Manufacturer (OEM) of the Goods it offers to supply shall submit the Manufacturer's Offer Form using the form included in **Annexure VIII**;

(b) that, if a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in **Annexure IX** to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(c) that the Bidder meets each of the qualification criterion specified in Eligibility Criteria.

(d) Bids from Joint Ventures are not acceptable.

12. Period of Validity of Bids:

12.1 Bids shall remain valid for a period of **180 days** after the last date of submission of bid prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The EMD shall also be requested to be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. No Bidder shall be required or permitted to modify its bid.

13. Format and Signing of Bid:

13.1 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

13.2 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

14. Submission, Sealing and Marking of Bids:

14.1 Bidders shall have the option of submitting their bids only through registered post/ speed post/ courier service.

(a) The bid shall be submitted in a sealed envelope with clear inscription as “**BID FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1.5 TON SPLIT AIR-CONDITIONERS (5 STAR) WITH STABILIZERS, BID REFERENCE NO. LABOUR/2016-17/01**” on top of it before due date and time.

(b) The bid shall be in two parts i.e. Cover-A and Cover-B. “Cover-A” shall contain the Technical Bid and “Cover-B” shall contain the Financial Bid.

(c) Technical Bid and Financial Bid shall be submitted separately in sealed covers with clear inscription as “**TECHNICAL/ FINANCIAL BID; BID REFERENCE NO. LABOUR/2016-17/01**” on top of respective covers and both the sealed envelopes shall

be sealed in a third envelop with required inscription on it as mentioned in Clause (a) above.

14.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser;
- (c) bear the specific identification of this bidding process and
- (d) bear a warning not to open before the time and date for bid opening.

14.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

14.4 Telex, Cable or Facsimile bids will be rejected as non-responsive.

15. Deadline for Submission of Bids:

15.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the bid document i.e. **4 P.M. of 20.08.2016**. 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.

15.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

16. Late Bids:

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids i.e. **4 P.M. of 20.08.2016**. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

17. Withdrawal, Substitution, and Modification of Bids:

17.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with the respective clauses of this bid document and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids i.e. **4 P.M. of 20.08.2016**.

17.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

17.3 No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder in the bid submitted or any extension thereof.

18. Cost of Bid Document:

18.1 The bidder shall submit along with the Technical Bid, the cost of Bid Document for **Rs.2,100/- (Rupees Two Thousand One Hundred)** only (including Odisha VAT) (non-refundable) in the form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar.

18.2 Any bid not accompanied by cost of Bid Document for **Rs.2,100/- (Rupees Two Thousand One Hundred)** only shall be rejected by the Purchaser as non-responsive.

19. EMD:

19.1 The bidder shall submit along with the Technical Bid, EMD for **Rs.1,00,000/- (Rupees One Lakh)** only, in form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar.–

19.2 **Any bid not accompanied by either Cost of Bid Document or EMD or both as mentioned in this bid document shall be rejected by the Purchaser as non-responsive.**

19.3 The EMD of the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract.

19.4 In case of the successful bidder, the EMD shall be adjusted towards Performance Security. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security.

19.5 EMD of a bidder may be forfeited:

- (a) If the bidder:
 - (i) withdraws its bid during the period of bid validity; or
 - (ii) does not accept the correction of errors requested by the Purchaser, or,
- (b) if the successful Bidder fails to:
 - (i) furnish the Performance Security; or
 - (ii) sign the Contract;

20. Technical Bid Opening:

20.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in this bid document i.e. Office of the Labour Commissioner, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

20.2 First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding bid shall not be opened and will be returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will not be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "Modification" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

20.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence of Cost of Bid Document, the

presence of EMD and any other details as the Purchaser may consider appropriate. No Bid shall be rejected at Bid opening except late bids.

20.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification; and the presence or absence of Cost of Bid Document and EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

21. Financial Bid Opening:

21.1 The Financial Bids shall be opened of those bidders who will qualify in the technical evaluation.

21.2 Financial Bids shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –

Office of the Labour Commissioner,

Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001

Date of Opening of Financial Bids shall be communicated to the technically qualified bidders.

22. Confidentiality:

22.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other person not officially concerned with such process until publication of the Contract Award.

22.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison or contract award decisions may result in the rejection of its Bid.

22.3 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

23. Clarification of Bids:

To assist in the examination, evaluation and comparison of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification

submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids.

24. Responsiveness of Bids:

24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

24.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

- (a) affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

24.3 Bids from Agents, without proper authorization from the manufacturer shall be treated as non-responsive.

24.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

25. Nonconformities, Errors and Omissions:

25.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

25.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

25.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the EMD may be forfeited.

26. Preliminary Examination of Bids:

26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in the bid document have been provided and to determine the completeness of each document submitted.

26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the EMD may be forfeited -

- (a) Cost of bid document in accordance with this bid document.
- (b) EMD in accordance with this bid document.
- (c) Financial Bid.

27. Examination of Terms and Conditions; Technical Evaluation:

27.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in Special Conditions of Contract without material deviation or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of Liability, Governing Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with the provisions in the bid document, to confirm that all the

requirements specified in the bid document have been met without any material deviation or reservation.

27.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.

28. Financial Evaluation; Comparison of Bids:

28.1 The Purchaser shall compare the evaluated prices of all substantially technically responsive bids to determine the lowest evaluated bid.

28.2 Price excluding Tax shall be taken into consideration. However, bidders have to mention the Taxes as applicable. (Please refer Price Schedule: **Annexure–VI**).

29. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

30. Award Criteria:

30.1 Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has offered the lowest evaluated bid price.

30.2 In case two technically qualified bidders quote the same lowest price, contract shall be awarded to the bidder with the higher average annual turnover during the last 3 Financial Years i.e. 2012-13, 2013-14 and 2014-15 or 2013-14, 2014-15 and 2015-16 or distributed among them equally.

31. Purchaser's Right to Vary Quantities at Time of Award:

At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in this bid document, provided this does not exceed 15% of quantity mentioned in this bid document (rounded off to next full no.) and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

32. Notification of Award:

32.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

32.2 Along with the notification, the Purchaser shall send the successful Bidder the Agreement as at **Annexure X** and the Special Conditions of Contract.

32.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

33. Maintenance Service:

33.1 Free maintenance services shall be provided by the supplier during the period of warranty.

33.2 The maximum response time for a maintenance complaint (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/ telegram/ fax is made or letter is written) shall not exceed 2 (Two) days.

33.4 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime, the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/ replacement, the supplier will be liable for penalty of Rs.2,500/- per day per item. The amount of penalty will be recovered from the Performance Security.

34. Performance Security:

34.1 Performance Security shall be 10% of the contract value.

34.2 The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ Bank Guarantee as per Format in **Annexure XI** from any Nationalized/ Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar within 10 days of notification of award.

34.3 Performance Bank Guarantee shall be valid up to 60 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further

period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

34.4 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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

34.6 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of Completion of the Supplier's performance obligations under the Contract, including warranty obligations.

35. Signing of Contract:

Within ten (10) days of receipt of the Agreement, the successful Bidder shall submit the Performance Security and sign, date & return the Contract to the Purchaser.

36. Delivery Period:

The goods are required to be delivered **within 45 days** following the date of effectiveness of the contract. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period there will not be any adjustment.

D. Special Conditions of Contract

1. Fraud and Corruption:

1.1 If the Purchaser determines that the Supplier and/ or any of its personnel or its agents or its consultants, service providers, suppliers and/ or their employees is engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 24 shall apply as if such expulsion had been made under Sub-Clause 24.1.

(a) For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
- (iii) “collusive practice” is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of Office of Labour Commissioner, Odisha, Bhubaneswar inspection rights.

¹ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Govt. and employees of other organizations taking or reviewing procurement decisions.

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

- 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

2. Interpretation:

2.1 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

2.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.3 Non-waiver

- (a) No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. Notices:

- 3.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the bid document. The term "in writing" means communication in written form with proof of receipt.

- 3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4. Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of the Govt. of India.

5. Settlement of Disputes:

- 5.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 5.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

The dispute settlement mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and the supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.
- (c) Arbitration proceedings shall be held at Bhubaneswar, Odisha, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as

determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (e) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute

5.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any money due the Supplier.

6. Inspection by the Purchaser:

The goods supplied by the Supplier shall be inspected by the Purchaser prior to acceptance as described in Cl. 15 of Special Conditions of Contract.

7. Terms of Payment:

7.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as below –

(a) On Delivery & Installation: 80% (Eighty Percent) of the contract price shall be paid by Bank transfer/ cheque on delivery & installation of Goods and upon submission of the documents specified below -

- (i) Two copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- (ii) Acknowledgement of receipt of goods from the Consignee; and
- (iv) Warranty Certificate;

(b) On Final Acceptance: the remaining 20% (Twenty Percent) of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in **Annexure XII**.

7.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to the

relevant Clauses in Special Conditions of Contract and upon fulfillment of all other obligations stipulated in the Contract.

7.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

7.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

8. Taxes and Duties:

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

9. Copyright:

The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

10. Confidential Information:

10.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any document, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

10.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purpose unrelated to the contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the performance of the Contract.

10.3 The obligation of a party under Sub-Clauses 10.1 and 10.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with Govt. or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;

- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 10.4 The above provisions of this Clause 10 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 10.5 The provisions of this Clause 10 shall survive completion or termination, for whatever reason, of the Contract.

11. Subcontracting:

Subcontracting is not allowed in this bid document.

12. Specifications and Standards:

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in this bid document.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in this bid document. During Contract execution, any change in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the Special Conditions of Contract.

13. Packing and Documents:

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

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

14. Insurance:

14.1 Unless otherwise specified in the Special Conditions of Contract, the Goods supplied under the Contract shall be fully insured - against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the Special Conditions of Contract.

14.2 Should any loss or damage occur, the Supplier shall -

- a) initiate and pursue claim till settlement, and
- b) Promptly make arrangements for repair and/ or replacement of any damaged item/s and ensure supply/install/ testing/ commissioning as per terms of the contract, irrespective of settlement of claim by the underwriters.

15. Inspections and Tests:

Inspection and tests prior to final acceptance are as follows:

- (i) The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase order and shall be in line with the inspection/ test procedures laid down in the technical specifications and the manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. Complete hardware and software should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- (ii) The acceptance test will be conducted by a committee constituted by Labour Commissioner, Odisha, Bhubaneswar, who will inspect and make recommendation on the specification for acceptance by the Labour Commissioner, Odisha, Bhubaneswar.

There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of compressors/ motors attached to the Air conditioners should occur. The supplier

shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.

- (iii) In the event of the machine failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

Manuals

- (a) Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals of the goods and equipments. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- (b) The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- (c) Unless and otherwise agreed, the goods and equipments shall not be considered to be complete for the purpose of taking over until such manuals have been supplied to the Purchaser.

For the System, the following will apply:

The Supplier shall provide complete and legal documentation of the Air Conditioner, all subsystems, etc. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables, etc. and after the purchaser is satisfied with the working on the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

16. Liquidated Damage:

Except as provided under Clause "Force Majeure", in case of delay in completion of the contract, the Purchaser may without prejudice to all its other remedies under the Contract

deduct from the Contract Price Liquidated Damages (L.D.) @ 1% of the value of uncompleted portion of work per week or part thereof, subject to a maximum of 10% of total contract value. If the uncompleted work restricts the operation of complete system, then L.D. shall be applicable to total value of contract with approval of Competent Authority. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to Clause "Termination".

17. Warranty:

- 17.1 The Supplier warrants that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 17.2 Subject to Special Conditions of Contract Sub-Clause 12 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 17.3 **The minimum warranty period shall be 1 year.**
- 17.4 The Purchaser shall give notice to the Supplier stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 17.5 Upon receipt of such notice, the Supplier shall expeditiously repair or replace the defective Goods or parts thereof within 15 days, at no cost to the Purchaser.
- 17.6 If having been notified, the Supplier fails to remedy the defect within 15 days of notice, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

18. Patent Indemnity:

- 18.1 The Supplier shall, subject to the Purchaser's compliance with Special Conditions of Contract Sub-Clause 18.2 below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any

patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 18.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Special Conditions of Contract Sub-Clause 18.1 above, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 18.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 18.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 18.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

19. Limitation of Liability:

Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

20. Change in Laws and Regulations:

- 20.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Contract Price.
- 20.2 This clause will apply only to variations in VAT/ Octroi, etc. payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.

21. Force Majeure:

- 21.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance

or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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.

22. Change Orders and Contract Amendments:

22.1 The Purchaser may at any time order the Supplier through notice in accordance Special Conditions of Contract Clause 3, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

22.2 If any such change causes an increase or decrease in the cost of or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/ Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

22.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. Extension of Time:

23.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Special Conditions of Contract, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

23.2 Except in case of Force Majeure, as provided under Special Conditions of Contract Clause 21, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Special Conditions of Contract Clause 16, unless an extension of time is agreed upon, pursuant to Special Conditions of Contract Sub-Clause 23.1 above.

24. Termination:

24.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Purchaser pursuant to Special Conditions of Contract Clause 23;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Special Conditions of Contract Clause 1, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Special Conditions of Contract Clause 24.1 (a) above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the

Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.2 Termination for Insolvency:

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

24.3 Termination for Convenience:

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/ or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

25. Assignment:

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

INFORMATION ABOUT THE BIDDER**(To be furnished in Cover "A" - Technical Bid)**

Sl. No.	Particulars	Details
1.	Name and Address of the Bidder	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be enclosed)	(NGO/ Partnership Firm/ Company/ Others) Date.....
3.	Details of Bank Account	Name of Account Holder: Name of Bank with Branch: Account Type: Account No.: IFS Code:
4.	Name, Designation, Contact No. and Address of the Contact Person/ Local Representative	
5.	Cost of Bid Document	Details of Demand Draft/ Pay Order: No.: Date: Name of Issuing Bank with Branch: Amount:
6.	EMD	Details of Demand Draft/ Pay Order: No.: Date: Name of Issuing Bank with Branch: Amount:

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

ANNEXURE II

DELIVERY SITES

(To be furnished in Cover "A" - Technical Bid)

I. LABOUR DIRECTORATE

Sl. No.	Name of the officer & designation	Postal address	Tel. No. / Mobile No.	Air Conditioner
1	2	3	4	5
1	Kabita Pramanik, Dy.L.C., I/c.	O/o. the Deputy Labour Commissioner, Cuttack Near Buxi Bazar, Old Secretariat Building, Cuttack Pin - 753001	0671-2301191 9437271248	2
2	Ghasiram Tudu, Dy.L.C., I/c.	O/o. the Deputy Labour Commissioner, Rourkela Udit Nagar, Ambedkar Chhak, Pin – 769012	0661 – 2501280 7205698603	2
3	Upendra Kumar Mohanta, Dy.L.C., I/c.	O/o. the Deputy Labour Commissioner, Angul At – Hakimpada, P.O./Dist. – Angul, Pin – 759122	06764 – 236337 9437169833	2
4	Ranjan Kumar Behera, Dy.L.C.	O/o. the Deputy Labour Commissioner, Kalahandi, Bhawanipatna At – Hatapada, P.O. – Bhawanipatna Dist. – Kalahandi, Pin – 766001	06670 – 230310 9437367889	2
5	Upendra Kumar Mohanta, Dy.L.C.	O/o. the Deputy Labour Commissioner, Sambalpur Jail Road, Sambalpur, Pin – 768001	0663 – 2411078 9437169833	1
6	Sunil Kumar Sahoo, Dy.L.C.	O/o. the Deputy Labour Commissioner, Jeypore By Pass Road, Jeypore, Dist. – Koraput, Pin – 764001	06854 – 232456 9437206770	2
7	U.K. Jena, A.L.C., I/c.	O/o. the Deputy Labour Commissioner, Jajpur At – Dhabalagiri, Infront of SBI Godown, Dist. – Jajpur, Pin - 755019	06726-221180 9437198437	2
8	Geetanjali Pati, A.L.C.	O/o. the Assistant Labour Commissioner, Balasore At - ADM Chhaka, Dist. – Balasore, Pin - 756001	06782 – 262580 9439923759	1
9	Namita Das, A.L.C.	O/o. the Assistant Labour Commissioner, Berhampur At – Aska Road, Dist. – Ganjam, Pin – 760001	0680 – 2221952	2
10	Saroj Kumar Ranjito, A.L.C.	O/o. the Assistant Labour Commissioner, Bolangir At – Tulasi Nagar, Dist. – Bolangir, Pin – 767001	06652 – 232782 9437784351	2
11	Laxmidhar Rath, A.L.C.	O/o. the Assistant Labour Commissioner, Cuttack-II, Dhenkanal At – Hata Road, Dist. – Dhenkanal, Pin – 759013	06762 – 228986 9437281030	2
12	Ajaya Kumar Pattnaik, A.L.C.	O/o. the Assistant Labour Commissioner, Jagatsinghpur At – Charchika Bazar, Dist. – Jagatsinghpur, Pin - 754103	06724 – 220729 9437081447	2

13	Hubert Lugun, A.L.C., I/c.	O/o. the Assistant Labour Commissioner, Jharsuguda At – Industrial Estate, Dist. – Jharsuguda, Pin – 768203	06645 – 270308 948642133	2
14	Umakanta Jena, A.L.C.	O/o. the Assistant Labour Commissioner, Keonjhar At – Park Lane, New Court Building, P.O./Dist. – Keonjhar, Pin – 758001	06766 – 255438 9437198437	1
15	Kumuda Ranjan Dash, A.L.C.	O/o. the Assistant Labour Commissioner, Rayagada Opposite S.P. Residence, Gandhi Nagar, At/P.O./Dist. – Rayagada, Pin – 765001	06856 – 222009 9937828530	2
16	P.K. Mohapatra, A.L.C.	O/o. the Assistant Labour Commissioner, Khordha Old Secretariat, Balhat, Dist. – Khordha Pin - 752056	0674-2560992 9437176107	1
17	Suresh Kumar Behera, D.L.O.	O/o. the District Labour Officer, Bargarh At/P.O:-Near Private Bus Stand, Bargarh, Dist:-Bargarh, Pin:-768028	06646 – 231003 9437188163	1
18	Jambu Kishore Mohanty, D.L.O.	O/o. the District Labour Officer, Baripada, Mayurbhanj At – Palboni, Dist. – Mayurbhanj, Pin – 757001	06792 – 252202 9338043756	1
19	Trilochan Mohanty, D.L.O.	O/o. the District Labour Officer, Bhadrak At – Banta Road (Near SBI), Jagannathpur, Dist. – Bhadrak, Pin – 756100	06784 – 240366 9437704711	1
22	Banamali Mohapatra, D.L.O.	O/o. the District Labour Officer, Cuttack At – Nuapada, Dist. – Cuttack, Pin – 753010	0671 – 2341453 9937110770	1
23	K. Venugopal Rao, D.L.O.	O/o. the District Labour Officer, Gajapati Muktiala Street, C.T. Training School. Parlakhemundi, Dist. – Gajapati, Pin – 761200	06815 – 224662 9438115258	1
24	Satyanarayan Acharya, A.L.O., I/c.	O/o. the District Labour Officer, Kendrapara Near College Chhak, Gualsingh P.O. – Tinimuhani, Dist. – Kendrapara, Pin – 754211	06727 – 221688 9437389630	1
25	Ambika Prasad Mishra, D.L.O.	O/o. the District Labour Officer, Khordha, BBSR Unit - III, Bhubaneswar, Dist. – Khordha, Pin – 751001	0674 – 2560992 9439497289	1
26	Laxman Kumar Behera, D.L.O.	O/o. the District Labour Officer, Malkangiri DNK Chhak, District Judge Office, Dist. – Malkangiri, Pin – 764045	06861 – 230454 9437294764	1
27	Niroj Kumar Mund, D.L.O.	O/o. the District Labour Officer, Nabarangpur Near RMC College, Dist. – Nabarangpur, Pin – 764059	06858 – 223091 9437292641	1
28	Laxman Naik, A.L.O., I/c.	O/o. the District Labour Officer, Nuapada At/P.O:-Khariar Road, Dist:-Nuapada, Pin:-766104	06678 – 222007 9438773371	1
29	Bharati Mohapatra, D.L.O.	O/o. the District Labour Officer, Nayagarh At – Khandapada Road, Infront of Ranger Office, Dist. – Nayagarh, Pin – 752069	06753 – 253311 9338559199	1

30	Maheswar Naik, D.L.O.	O/o. the District Labour Officer, Kandhamal, Phulbani At/P.O./Dist. – Phulbani, Pin – 762001	06842 – 253724 9437245067	1
32	Ranjan Kishore Behera, D.L.O.	O/o. the District Labour Officer, Subarnapur At – Gadabhitara, Near Cinema Hall, P.O./Dist. – Subarnapur, Pin – 767017	06654 – 220909 9861526988	1
33	Hemanta Kumar Pradhan, D.L.O.	O/o. the District Labour Officer, Talcher At – Baghuabole, Dist. – Talcher, Pin – 759100	06760 – 241999 9861141930	1
34	A.N. Pratihari, Under Secy. to Govt.	Project Management Unit, Labour & ESI Department, Secretariat, Bhubaneswar	0674-2536770 9439902391	9

II. DIRECTORATE OF FACTORIES & BOILERS

Sl. No.	Name of contact officer & designation	Telephone number	Nature of office & Govt. Building/ Rented Building	Postal Address	Number of AC required
1	Mrs Archana Dash Asst. Director of Factories & Boilers, Bhubaneswar Zone-I	9861404161	Zone office Govt. Building	Unit-III, Kharvelanagar, Bhubaneswar-751001	1
2	Sri Swaroop Jena Asst. Director of Factories & Boilers, Bhubaneswar Zone-II	9437213135	Zone office Govt. Building	Unit-III, Kharvelanagar, Bhubaneswar-751001	1
3	Sri Sudhansu Sekhar Sahoo, Asst. Director of Factories & Boilers, Berhampur Zone	0680-2281713 9776779055	Zone office Rented Building	At-Ambapua Main Road, Po- Engineering College, Berhampur, Dist- Ganjam- 760004	1
4	Sri Satya Narayan Sethi, Deputy Director of Factories & Boilers, Rourkela Division	0661-2508042 9438301734	Division office Govt. Building	At/P.O.- Uditnagar, Rourkela-770001, Dist- Sundargarh	1
5	Sri Manoj Mishra Asst. Director of Factories and Boilers Rourkela Zone-I o/o Deputy Director of Factories & Boilers, Rourkela Division	0661-2508042 9668117930	Division office Govt. Building	At/P.O:Uditnagar, Rourkela-770001, Dist- Sundargarh	1
6	Sri Ranjit Nayak Asst. Director of Factories and Boilers Rourkela Zone-II	0661-2508042 9437416283	Division office Govt. Building	At/P.O.- Uditnagar, Rourkela-770001, Dist- Sundargarh	1
7	Sri Kamalendu Mohapatra Deputy Director of Factories & Boilers, Cuttack Division	0671-2505575 9437167359	Division office Govt. Building	Qrs. No. 3R/8, LIC Colony, At- Jobra Po- College Square, Dist- Cuttack-765001	1
8	Sri Chandrakanta Dalai Asst. Director of Factories and Boilers Cuttack Zone-II	0671-2505575 9437167924	Division office Govt. Building	Qrs. No. 3R/8, LIC Colony, At- Jobra Po- College Square, Dist- Cuttack-765001	1

9	Sri Manoj Kumar Panda, Asst. Director of Factories & Boilers, Paradeep Zone	9437430292	Zone office Govt. Building (of port)	Qrs. No. MC-68, At-Madhuban , Paradeep Port, Po- Paradeep. Dist- Jagatsinghpur-754142	1
10	Sri Gopal Chandra Bisoi, Deputy Director of Factories & Boilers, Jajpur Road Division	06726-222359 9776175542 7873831011	Division office Rented Building	At- Kanheipur, Po- Jajpur Road, Dist- Jajpur-755019	1
11	Sri Kedarnath Hansda Asst. Director of Factories and Boilers. Jajpur Road Zone.	06726-222359	Division office Rented Building	At- Kanheipur, Po- Jajpur Road, Dist- Jajpur-755019	1
12	Sri Chandra Sekhar Behera, Asst. Director of Factories & Boilers, Balasore Zone	06782-262398 8895388100	Zone office Govt. Building	At/Po- Rajabagicha, Dist- Balasore-756001.	1
13	Sri U.C. Sutar, Asst. Director of Factories & Boilers, Keonjhar Zone	06766-253673 9040264327	Zone office Govt. Building	Plot No.228/677, Po- Keonjharagarh, Dist- Keonjhar PIN- 758001	1
14	Sri Hrudaya Chandra Sahoo, Deputy Director of Factories & Boilers, Angul Division	06764-220164 9437214668	Division office Govt. Building (of NALCO)	At/Po- Nalconagar, (Near Post Office) Dist- Angul PIN-759145	1
15	Sri U.K. Samantray Asst. Director of Factories and Boilers. Angul Zone-I	06764-220164	Division office Govt. Building (of NALCO)	At/Po- Nalconagar, (Near Post Office) Dist- Angul PIN-759145	1
16	Sri Bibhu Prasad, Asst. Director of Factories & Boilers, Dhenkanal Zone	06762-228611 <u>9438068437</u> 9438300070	Zone office Rented Building	At- Ratna Bazar, Post- Kal tax Sub-Post Office, Dist- Dhenkanal-759013	1
17	Sri Abanikanta Naik, Deputy Director of Factories & Boilers, Rayagada Division I/C.	06856-222158 9437503877	Division office Govt. Building	(Near Block Office) At/Po/Dist-Rayagada-765001	1
18	Sri Viveknanda Naik, Asst. Director of Factories & Boilers, Jeypore Zone	06854-231656 9439477236	Zone office Rented Building	Plot No. 1490/1894 Mauza-Jagadhatripur At- Paik Sahi (2 nd Lane) Po- Jayanagar, Jeypore-764006 Dist- Koraput.	1
19	Sri Swadhin Kumar Behera, Asst. Director of Factories & Boilers, Kalahandi Zone	9937186586	Zone office Rented Building	At-Mandarabagichapada PO-Bhawanipatna, Dist- Kalahandi., PIN-766001	1
20	Sri Pankaj Kumar Biswal, Asst. Director of Factories & Boilers, Bolangir Zone	06652-2324111 9861048235	Zone office Rented Building	At/Po- Palace Lane, Dist- Bolangir-767001	1

21	Sri Abanikanta Naik, Deputy Director of Factories & Boilers, Sambalpur Division	0663-2411305 9437503877	Division office Govt. Building	At/Po- Jail Road, Dist- Sambalpur-768001.	1
22	Mrs Puspamitra Jena Asst. Director of Factories and Boilers Sambalpur Zone-II	0663-2411305 8895552764	Division office Govt. Building	At/Po- Jail Road, Dist- Sambalpur-768001.	1
23	Sri Anil Kumar Nanda Asst. Director of Factories and Boilers Sambalpur Zone-II	0663-2411305 7894090388	Division office Govt. Building	At/Po- Jail Road, Dist- Sambalpur-768001.	1
24	Sri Chittaranjan Beura, Asst. Director of Factories & Boilers, Jharsuguda Zone	9438300070	Zone office Rented Building	At- Badeimunda, Po- Kalimandir Road Dist- Jharsuguda. PIN-768202	1
Total					24

ANNEXURE III

DETAILS OF PAST SUPPLY

(To be furnished in Cover "A" - Technical Bid)

Sl. No.	Name and Address of Purchaser	E-Mail and Contact No. of Purchaser	Purchase Order No. with Date	Quantities Ordered	Due Date of Supply	Quantities Supplied	Actual Date of Supply	Details of Complaint, if any, received from the Purchaser about the performance of the equipments supplied
1.								
2.								
3.								
4.								
5.								

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

DETAILS OF SERVICE CENTRES**(To be furnished in Cover "A" - Technical Bid)**

Sl. No.	Full Address of Service Centre	Phone No., Fax No. and E-Mail id of Service Centre	Name of Contact Person	Full Address of Contact Person	Phone No., Fax No. and E-Mail id of Contact Person	Office Working Days and Hours

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

DECLARATION FORM

(To be furnished in Cover "A" - Technical Bid)
 (Affidavit before Executive Magistrate / Notary Public)

I / Wehaving My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of Labour Commissioner, Odisha, Bhubaneswar for the supply, installation, testing & commissioning of **"1.5 TON SPLIT AIR- CONDITIONERS (5 STAR) WITH STABILIZERS"**. I will abide with all the terms & conditions set forth in the Bid document Reference No. **Labour/2016**-17/01 along with the subsequent amendment, if any. I/ We do hereby declare I/ We have not been de-recognized/ black listed by any State Govt./ Union Territory/ Govt. of India/ Govt. Organization/ Govt. Health Institutions for supply of Non-standard quality equipment/ Non-supply. I / We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and/ or Performance Security Deposit and blacklist me / us for a period of 3 years if any information furnished by me/ us proved to be false at the time of inspection/ verification and not complying with the bid terms & conditions. I / Wedo hereby declare that I / we will supply, install, test & commission the Desktop Computer/ Laptop/ Printer/ UPS as per the terms, conditions & specifications of the bid document.

Signature of the bidder

Seal

Date:

Name & Address of the Firm:

PRICE SCHEDULE FOR EQUIPMENTS
(To be furnished in Cover "B" - Financial Bid)

Sl. No.	Description of the Item	Name and No. of Quoted Model with Brand	No. of Units	Unit Price	Total Price	VAT/ Other Taxes	Total Cost
1	2	3	4	5	6 (=4x5)	7	8 (=6+7)
1(a)	Supply, delivery and installation of 1.5 TR split wall mounted cordless remote Air conditioners of 5 star rating with independent copper coil evaporator 1.5 TR each and one compressor of 1.5 TR each. Nominal cooling capacity 4500 kcal/Hr (suitable for operation on single phase 230 volts , 15Hz, Ac supply), Min. Room Air Flow (cub. m/h):700 at locations as per the list attached.		75				
1(b).	Supply of suitable MS frame / stand mounting condensing units on the terrace or Ground as per site requirement		75				
1(c).	Installation, testing and commissioning of 1.5 TR split wall mounted cordless remote Air conditioners with 4KVA stabilizer, indoor/outdoor units, drain pipes, copper fluid pipes with insulation copper cables and stands, etc. including all electrical fittings and fixtures of standard quality of ISI marks.		75				
2.	Supply of 4 KVA stabilizers for 1.5 TR AC unit of a standard make with suitable wall mount option as per site requirement		75				
Total							

Total cost in Rs. (in words)
.....)

Note :

1. The Bidder shall furnish a detailed operations and maintenance manual for the equipments.
2. The Supplier is responsible for performance of on-site assembly and start-up of the supplied equipments.
3. The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between instrument units and connecting to power supplies.
4. All civil, electrical, carpentry work will be done by the supplier and this cost also to be included in the amount quoted.

5. The Supplier will test all operations of the equipments, measurements and data production, storage & output and accomplish all adjustments necessary for successful and continuous operation of the equipments at all installation sites.
6. The equipment price shall cover all costs including installation, tests, trials and commissioning at final destinations and Warranty Cost.

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

TECHNICAL SPECIFICATIONS
(To be furnished in Cover "A" - Technical Bid)

Sl. No.	Description of the Item	Specification
1	2	3
1.	Air-Conditioner	1.5 TR split wall mounted cordless remote Air conditioner of 5 star rating with independent copper coil evaporator 1.5 TR each and one compressor of 1.5 TR each. Nominal cooling capacity 4500 kcal/Hr (suitable for operation on single phase 230 volts , 15Hz, Ac supply), Min. Room Air Flow (cub. m/h):700
2.	MS frame / stand mounting condensing units	Suitable MS frame / stand mounting condensing units on the terrace or Ground as per site requirement
3.	Others	Drain pipes, copper fluid pipes with insulation copper cables and stands, etc.
4.	Stabilizer	4 KVA stabilizer for 1.5 TR AC unit of a standard make with suitable wall mount option as per site requirement

Each Bidder has to prepare a comparison sheet as below –

Sl. No.	Description of the Item	Required Specifications as per the Bid Document	Bidder's Offered Specifications	Remarks/ Deviations, if any
1.	Air-Conditioner	1.5 TR split wall mounted cordless remote Air conditioner of 5 star rating with independent copper coil evaporator 1.5 TR each and one compressor of 1.5 TR each. Nominal cooling capacity 4500 kcal/Hr (suitable for operation on single phase 230 volts , 15Hz, Ac supply), Min. Room Air Flow (cub. m/h):700		
2.	MS frame / stand mounting condensing units	Suitable MS frame / stand mounting condensing units on the terrace or Ground as per site requirement		
3.	Others	Drain pipes, copper fluid pipes with insulation copper cables and stands, etc.		
4.	Stabilizer	4 KVA stabilizer for 1.5 TR AC unit of a standard make with suitable wall mount option as per site requirement		

MANUFACTURER’S OFFER FORM

(To be furnished in Cover “A” - Technical Bid)

[(to be submitted by Manufacturer in case the bidder is the Manufacturer (OEM)]

No.

Dated:

To

The Labour Commissioner, Odisha, Bhubaneswar

Dear Madam/ Sir,

Bid Reference No.:

Equipment Name:

1. We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at(full address with telephone number/ fax number, e-mail ID and website), and having factories at _____ .

2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid.

3. We hereby declare that we are willing to provide guarantee/ warranty and after sales service during the period of warranty as per the above bid.

4. We also hereby declare that we have the capacity to manufacture, supply, install, test and commission the quantity of the equipments bided within the stipulated time.

(Name)

Date:

for and on behalf of M/s._____

Place:

(Name of manufacturers)

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

MANUFACTURER'S AUTHORIZATION FORM
(To be furnished in Cover "A" - Technical Bid)

(to be submitted by authorized dealer in case the bidder is the authorized dealer of OEM)

No.

Date:

To

The Labour Commissioner, Odisha, Bhubaneswar

Dear Madam/ Sir,

Bid Reference No.:

Equipment Name:

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/ fax number, email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit bids and subsequently negotiate and sign the contract with you against the above bid no.

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

3. We also hereby undertake to provide full guarantee/ warranty as agreed by the bidder in the event the bidder is changed as the dealer or the bidder fails to provide satisfactory after sales and service during such period of comprehensive warranty.

4. We also hereby declare that we have the capacity to manufacture, supply, install, test and commission the quantity of the equipments bided within the stipulated time.

Date: _____ (Name)
 Place: _____ for and on behalf of M/s. _____
 (Name of manufacturers)

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

FORMAT FOR AGREEMENT

(To be furnished in Cover “A” - Technical Bid)

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) **Office of the Labour Commissioner, Odisha, having its principal** place of business at Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar – 751001, Odisha (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier] having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for **Supply, Installation, Testing & Commissioning of 1.5 TON SPLIT AIR-CONDITIONERS (5 STAR) WITH STABILIZERS**, has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Special Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) Technical Requirements (Technical Specifications)
 - (d) The Supplier’s Bid and original Price Schedules
 - (e) The Purchaser’s Notification of Award
 - (f) Performance Security
 - (g) [Add here any other document (s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Agency

For and on behalf of the Purchaser

Authorised Signatory

<Authorized Signatory>

<Name and Address of the Supplier>

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

BANK GUARANTEE FORM

(for Performance Security)

(To be furnished in Cover "A" - Technical Bid)

To

The Labour Commissioner, Odisha
 Shrama Bhawan, Kharavela Nagar,
 Near Gurudwar,
 Bhubaneswar -751001

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called " Supplier") has undertaken, in pursuance of contract No..... dated (hereinafter "the contract") to supply, install, test & commission **1.5 TON SPLIT AIR- CONDITIONERS (5 STAR) WITH STABILIZERS AND** WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a Nationalized/ Scheduled Bank in India for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Supplier; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the 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 there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 60 days after the date of completion of the contractual obligations including warranty period, i.e. up to (indicate date)

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

CERTIFICATE FOR SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

(To be furnished in Cover "A" - Technical Bid)

Date:

Name of Supplier:

Sub.: Certificate of startup of the supplied Goods

1. This is to certify that the equipment as detailed below has been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/ Specifications. The same has been installed and commissioned.

(a) P.O. No. _____ dated _____

(b) Description of the Equipment
_____(c) Quantity
_____(d) Name of the Consignee

(e) Date of Supply _____ \

(f) Date of start up and proving test _____

2. Details of accessories/ spares not yet supplied and recoveries to be made on that account:

<u>Sl. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
----------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.
4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
 - (b)
 - (c)
 - (d)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

* Explanatory notes for filling up the certificates:

- (a) The supplier has adhered to the time schedule specified in the contract in dispatching the documents pursuant to Technical Specifications.
- (b) The supplier has supervised the startup of the plan in time i.e. within the period specified in the contract.
- (c) In the event of documents having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.