

DAY : 09/01/2017



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ଓଡ଼ିଶା ସରକାର

REQUEST FOR PROPOSAL
FOR
PROCUREMENT OF IT EQUIPMENT

ODISHA SECRETARIAT
751001

INDEX

Section	Topic	Page No.
I	Notice Inviting Bid (NIT)	02
II	General Instructions to Bidders (GIB)	06
III	General Conditions of Contract (GCC)	21
IV	List of Requirements	34
V	Technical Specifications	35
VI	Minimum Eligibility Criteria	42
VII	Bid Form	50
VIII	Price Schedules	51
IX	Manufacturer's Authorisation Form	52
X	Time line of Services	53
XI	Joint Inspection report Format	54
XII	Bank Guarantee Form for Performance Security	55
XIII	Contract Form	56
XIV	Proforma of Final Acceptance Certificate by the Consignee	58
XV	Check List	59
XVI	Consignee Address	61

SECTION – I

NOTICE INVITING BID

1. Panchayati Raj Department, Government of Odisha invites sealed bids from eligible OEMs / authorized dealers of OEMs for supply of **IT EQUIPMENT** as detailed in the bid document.
2. The Panchayati Raj Department would like to sign a contract with the successful evaluated bidder for a period of 60 months. The successful bidder shall supply the required items at the rate finalised through this bid and take care of their initial installation and maintenance during the period of the contract.
3. Interested eligible bidder may obtain further information from Panchayati Raj Department, Government of Odisha,
4. A complete set of bidding documents may be purchased by interested eligible bidders on the submission of a written application to the above Office and upon payment of a non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand) in the form of a Demand Draft / Bankers Cheque in favour of **“DDO, Panchayati Raj Department”** payable at **Bhubaneswar** during office hours from 10.00 A.M to 05.00 P.M on all working days either in person or by post.
5. The bidder must follow the schedule of invitation of Bid as described below;

Sr no	Items	Time line
1	Availability of Bid Document in the website, (http://odishapanchayat.gov.in/)	09/01/2017
2	Sale of Bid Document Rs. 10,000/- (Non-Refundable) in shape of Demand Draft/ Bankers' Cheque- In favour of DDO Panchayati Raj Department.	09/01/2017 to 18/02/2017 ,up to 03:00 pm
3	Last date for receiving queries through e-mail: diorectorsp.od@gov.in	21/01/2017 upto 3:00 PM
4	Pre Bid Conference	30/01/2017, 11:00 AM
5	Issue of Corrigendum/Clarifications (if required)	03/02/2017, 05:00 PM
6	Last date and time for Submission of Bid	20/02/2017 upto 03:00 PM
7	Opening of Technical Bids	21/02/2017, at 11:00 AM
8	Tentative Public Opening of Financial Bids	06/03/2017 at 4:00 PM
9	Likely signing of Contract	17/03/2017

6. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

7. Bids will be opened in the presence of manufacturer's representatives who choose to attend on the specified date and time.
8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for Director (Special Projects)'s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
9. Details are available in website (<http://odishapanchayat.gov.in/>).
10. In case of downloading the bid form from website, the bidder will have to submit bid cost separately in the envelope containing EMD and technical Bid.

DIRECTOR (SPECIAL PROJECTS)
Panchayati Raj Department

CONTENTS

Sl. No.	Topic	Page No.
	GENERAL INSTRUCTION TO BIDDER	
1	Definitions and Abbreviations	6
2	Introduction	7
3	Time line of the bid process	8
4	Language of Bid	8
5	Eligible Bidders	8
6	Bidding Expense	9
7	Category of Items	9
8	Address for Correspondence	9
9	Earnest Money Deposit	9
10	Pre-bid Conference	10
11	Bid Submission	10
12	Document comprising the Bid	11
	A) Technical Bid (Un priced Bid)	11
	B) Financial Bid	12
13	Bid currencies	13
14	Bid Prices	13
15	Firm Price	14
16	Alternative Bids	14
17	Documents establishing Good's Conformity to required specification	15
18	Bid Validity	15
19	Signing and Sealing of Bid	15
20	Alteration and Withdrawal of Bid	16
21	Opening of Bids	16
22	Evaluation of Bids	17
23	Award of Contract	19
24	Notification of Award	19
25	Non-receipt of Performance Security and Contract.	19
26	Publication of Bid Result	20
27	Corrupt or Fraudulent Practices	20
	GENERAL CONDITIONS OF CONTRACT (GCC)	
28	Application	21
29	Use of contract documents and information	21

30	Patent Rights	21
31	Country of Origin	21
32	Performance Security	22
33	Technical Specifications and Standards	22
34	Packing and Marking	23
35	Packing instructions	23
36	Inspection, Testing and Quality Control	23
37	Terms of Delivery	25
38	Insurance	25
39	Distribution of Dispatch Documents for Clearance/ Receipt of Goods	25
40	Warranty	25
41	Assignment to other entity	27
42	Modification of Contract	27
43	Prices	27
44	Taxes and Duties	27
45	Terms and Mode of Payment	27
46	Delivery Period	29
47	Passing of property	30
48	Liquidated damages	30
49	Termination for Default	31
50	Termination for insolvency	31
51	Force Majeure	31
52	Termination for convenience	32
53	Governing language	33
54	Notices	33
55	Resolution of Disputes	33
56	Applicable Law	33

SECTION – II

GENERAL INSTRUCTIONS TO BIDDERS

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in the document, shall have the same meanings as indicated below:

1.2. Definitions:

- (i) "Bid" means Bids / Bid received from a Firm / Bidder.
- (ii) "Bidder" means the Firm submitting Bids / Quotation / Tender
- (iii) "Prospective Bidder" means a firm that has purchased the bid document through an authorised channel.
- (iii) "Supplier" means the firm supplying the goods as incorporated in the contract.
- (iv) "Goods" means the articles, materials, commodities, raw materials, spares, instruments, machinery etc. which the supplier is required to supply to the Panchayati Raj Department under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, provision of technical assistance, training, maintenance and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means bid security/ monetary or financial guarantee to be furnished by a bidder along with its bid document.
- (vii) "Contract" means the written agreement entered into between the Panchayati Raj Department and/or the consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. The terms "Performance Security" and "Security Deposit" may be used interchangeably.
- (ix) "Consignee" means the Panchayati Raj Department/DRDA/Blocks to whom the goods are required to be delivered as specified in the Contract
- (x) "Specification" means the document/standard that prescribes the requirement with which the goods or services have to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

1.3 Abbreviations:

i	"CD"	= Custom Duty
ii	"CENVAT"	= Central Value Added Tax
iii	"CST"	= Central Sales Tax
iv	"DP"	= Delivery Period
v	"ED"	= Excise Duty
vi	"GCC"	= General Conditions of Contract
vii	"GIB"	= General Instructions to Bidders
viii	"LOR "	= List of Requirement
ix	"PBG"	= Performance Bank Guarantee
x	"PR"	= Panchayati Raj Department, Government of Odisha
xi	"VAT"	= Value Added Tax

2. Introduction

- 2.1 The Panchayati Raj Department has issued these Bid documents for Supply of IT Equipment items. These items are required to be installed at designated place which are detailed in **Section – IV** – "List of Requirements", which also indicates, *inter alia*, the required delivery schedule, terms and places of delivery.
- 2.2 This section (**Section II** - "General Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in the preparation and submission of their bids. It also includes the mode and procedure to be adopted by the Panchayati Raj Department for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 Before formulating the bid and submitting the same to the Panchayati Raj Department, the bidder should read and examine all the terms, conditions, instructions, checklists etc. contained in the document. Failure to provide and/or comply with the required terms, conditions, instructions etc. incorporated in this document may result in a rejection of its bid without assigning of any reason for the same.
- 2.4 At any time prior to the deadline for submission of bids, the Panchayati Raj Department may, for any reason deemed fit by it, modify the Bid Documents by issuing suitable amendment(s) to it. Such an amendment will be notified in the Department website (<http://odishapanchayat.gov.in/>)

3. Timeline of the Bid Process

Sr no	Items	Time line
1	Availability of Bid Document in the website, (http://odishapanchayat.gov.in/)	09/01/2017
2	Sale of Bid Document Rs. 10,000/- (Non-Refundable) in shape of Demand Draft/ Bankers' Cheque - In favour of DDO Panchayati Raj Department.	09/01/2017 to 18/02/2017 ,up to 03:00 pm
3	Last date for receiving queries through e-mail: diorectorsp.od@gov.in	21/01/2017 upto 3:00 PM
4	Pre Bid Conference	30/01/2017, 11:00 AM
5	Issue of Corrigendum/Clarifications (if required)	03/02/2017, 05:00 PM
6	Last date and time for Submission of Bid	20/02/2017 upto 03:00 PM
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- 3.1 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the Director (Special Projects) may, at its discretion extend the deadline for the submission of bids and other allied time frame, which are linked with that deadline.

4. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the Panchayati Raj Department, shall be in English language, unless otherwise specified in the Bid Document. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

5. Eligible Bidders

- 5.1 This invitation for bids is open to all suppliers who fulfil the eligibility criteria applicable for each category specified in **Section-VI (Eligibility Criteria)** of this document.
- 5.2 Bidders from outside the state can also participate in the Bid process provided they are registered under the VAT Act in the State of Odisha.

- 5.3 Bidder should be an Original Equipment Manufacturer (OEM) or an authorized distributor-cum-service provider of the quoted items. OEM can authorize only one distributor to participate for each category [i.e., Either the OEM can participate directly or authorise agency to participate in the bidding]

6. Bidding Expense

The bidder shall bear all the expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing of the same. Panchayati Raj Department will, in no case, be responsible or liable for any such cost, expenditure etc., regardless of the conduct or outcome of the bidding process.

7. Category of items

Category-A	:	Laptop
Category-B	:	1. Desktop
		2. All in One Desktop
Category-C	:	1. Printer B/W
		2. Printer (Colour)
		3. Black and White Network Printer (MFP)
Category-D	:	Large Display LED TV

8. Address for Correspondence

A bidder requiring any clarification or elucidation on any issue of the bid Process may take up the same with the **Director (Special Projects)** in writing. Such queries may be addressed to **“Director (Special Projects), Panchayati Raj Department, Odisha Secretariat, Bhubaneswar – 751001”**

9. Earnest Money Deposit

- 9.1 Category wise EMD as indicated in the table below may be followed.

Category	Items	EMD Cost (in Rs.)
Category-A	Laptop	87,00,000/-
Category-B	Desktop	6,00,000/-
	All in One Desktop	
Category-C	Printer B/W	32,000/-
	Printer (Colour)	
	Black and White Network Printer (MFP)	
Category-D	Large Display LED TV	15,53,000/-

Note: No exemption for EMD of any means shall be entertained. The bidder must submit the required EMD against each category, absence of which the bid shall be treated as non-responsive.

- 9.2 The bidder shall furnish along with its bid, earnest money for each proposal separately.
- 9.3 Bids shall be accompanied with Earnest Money in the form of a Demand Draft / Bankers' Cheque in favour of "**DDO, Panchayati Raj Department**" payable at **Bhubaneswar**
- 9.4 Unsuccessful bidders' earnest money shall be returned to them, without any interest, after expiry of the bid validity period or awarding of contract to the successful bidder.
- 9.5 Successful bidder's earnest money will be returned, without any interest, after receipt of the performance security from that bidder.
- 9.5 Earnest Money is required to protect the Panchayati Raj Department against the risk of a bidder's conduct which might warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited if a bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to notice that the information/documents furnished in its bid are incorrect, false, misleading or forged without prejudice to other rights of the Panchayati Raj Department. The successful bidder's earnest money will be forfeited, without prejudice to other rights of Panchayati Raj Department, if it fails to furnish the required performance security within the specified period.

10 Pre-Bid Conference

- 10.1 The Panchayati Raj Department shall hold a pre-bid conference with the prospective bidder on 30/01/2017 at 11:00 AM in the SIRD, Conference Hall, Unit – 8, Bhubaneswar.
- 10.2 Only those bidder who would have purchased bid document should be allowed to participate in the pre-bid conference and may send their queries under the subject "Queries for Procurement of IT Equipment" through e-mail to directorsp.od@gov.in.
- 10.3 Queries so received till 21/01/2017 shall be addressed.
- 10.4 Any change in time line for conduction of Pre-bid Conference shall be intimated to the intended bidders by Panchayati Raj Department.

11. Bid Submission

- 11.1 The bidder can bid in multiple categories.
- 11.2 However, the bid document must be purchased for each category separately.
- 11.3 The bidder shall submit the bid proposal separately for each category specified in **clause 7** above.
- 11.4 The bidder shall submit category wise EMD for each proposal as mentioned.

- 11.5 Bid document's Cost Receipt details must be super scribed on the envelop for all category.
- 11.6 In case the bid document has been downloaded from the Panchayati Raj Department's website "http://odishapanchayat.gov.in", the bidders need to submit the bid document cost through Demand Draft/ Bankers Cheque in favour of "**DDO Panchayati Raj Department**" payable at **Bhubaneswar** along with the EMD.
- 11.7 Bids received through email/ online/fax/pager/other electronic mode will not be considered
- 11.8 The bidder shall send the bid through Regd. Post/ Speed Post/ Courier to the address: **Deputy Director, SIRD & PR, Unit 8, Bhubaneswar**. Bidders may also submit the bids in person by dropping the bid documents into the Drop Box kept at the **Office of Deputy Director, SIRD & PR, Unit 8, Bhubaneswar** for this purpose.
- 11.9 In case the bid documents are bulkier than allowed by the slot of the drop box, the same shall be submitted by the bidder by hand to Deputy Director, SIRD & PR at the address mentioned in **clause 8** or the nominee specified by them. The officer receiving the bid shall give the bidder an official receipt duly signed with date and time.
- 11.10 Bidders must ensure that they deposit their bids not later than the closing date and time specified for submission of bids. It is the responsibility of the bidder to ensure that their bids whether sent by post/courier or delivered/ dropped in person reach the Panchayati Raj Department before the specified deadline.
- 11.11 In the event that the specified date for submission of bids falls on or is subsequently declared a holiday or closed day for Panchayati Raj Department, the bids will be received up to the appointed time on the next working day.
- 11.12 Bids received after the specified date and time for the receipt of bids will be treated as "late" bid and shall be rejected and returned unopened.
- 11.13 The category wise contract will be awarded to the lowest evaluated successful bidder.
- 11.14 Conditional bids shall not be accepted at any ground and shall be rejected straightaway. If any clarification required, the same should be obtained before submission of the bid.

12. Documents Comprising the Bid

- 12.1 The **Two Stage Bid System**, i.e. "**Technical Bid**" and "**Financial Bid**" prepared by the bidder shall comprise the following:

A) Technical Bid (Un priced Bid)

- i) Earnest money furnished in accordance with the GIB.
- ii) Bid Form as per **Section VII** (without indicating any prices).

- iii) Document/s supporting the eligibility of the bidder to participate in the bid process and its qualifications to perform the contract if its bid is accepted. (Please Refer To **clause 5** For further details)
- iv) Manufacturer's Authorisation Form (as per **Section IX**) in case the bidder is an authorised dealer. (**Note:** Not required for OEMs)
- v) Power of Attorney in favour of the signatory of the Bid Documents and the signatory of the Manufacturer's Authorisation Form if any.
- vi) Documents and relevant details to establish in accordance with GIB that the goods to be supplied by the bidder conform to the requirement of the Bid Documents.
- vii) All the pages of all the bid documents must be signed by the authorised signatory in respect of concern bidder.
- viii) All the pages of all the bid documents must be sequentially numbered.
- ix) Percentage of taxes (if any), to be claimed, must be indicated in the price bid. Otherwise, it shall be presumed that the rates are inclusive of all taxes and no plea shall be accepted in this regard after opening of the bids.
- x) Price Schedule as per **Section VIII** filled up with all the details including Make, Model, Specification, etc. of the goods offered with prices blank (without indicating any prices).
- xi) The bidders shall furnish a compliance statement, point wise of specification and features of offered equipment of the Technical Bid.
- xii) Certificate of Incorporation in the country of origin.
- xiii) Checklist as per **Section XV**.

B) Financial Bid:

- i Bid Form as per **Section VII**.
- ii Price Schedule as per **Section VIII** filled up with all the details including Make, Model etc. of the goods offered with prices.

N.B.

1. *All pages of the Bid should be page numbered and indexed. It is the responsibility of bidder to go through the Bid Document to ensure furnishing all required documents in addition to above, if any.*
2. *Missing of any information and documents in the bid is likely to be cancelled without assigning any reason thereof.*

- 12.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places.
- 12.3 A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 12.4 Bid sent by fax/telex/cable/electronically shall be ignored.

13. Bid currencies

- 13.1 Rates quoted by the bidders whether for imported or indigenous goods, shall be in Indian currency. Payment shall be made to the successful bidder in Indian currency only.
- 13.2 Bids with prices in any other way shall be treated as non-responsive and rejected.

14 Bid Prices

- 14.1 The bidder shall quote item-wise prices. The bidder shall indicate, in the Price Schedule (provided under **Section VIII**), all the specified components of prices shown therein. All the columns shown in the price schedule must be filled up as required.
- 14.2 The bidder has to quote their price against each item. The evaluation will be made Category wise after summing the price for all quoted items.
- 14.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
The prices in the price schedule shall be entered separately in the following manner:
- price of the goods quoted indicating all taxes and duties like Excise Duty, Sales Tax/VAT, Entry Tax and other applicable taxes.
 - charges towards Packing & Forwarding, Transportation (local transportation and storage), Insurance, Installation and Complete Operationalisation would be borne by the Supplier from ware house to the consignee site.
- 14.4 Additional information and instruction on Taxes:
- 14.4.1 If the bidder desires to ask for sales tax/ VAT, Service Tax, etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 14.4.2 If a reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of bids.
- 14.4.3 **Octroi Duty, Local Duties & Taxes:**
Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the goods to be

supplied by the supplier against the contract placed by the Panchayati Raj Department are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the Director (Special Projects) in the Panchayati Raj Department.

- 14.5 For insurance of goods to be supplied, relevant instructions must be followed as per this document.
- 14.6 The need for indication of all such price components by the bidder, as required in this clause (**clause 14** : Bid Prices), is for the sole purpose of comparison of the bids by the Panchayati Raj Department and will, in no way, restrict the Department's right to award the contract to the selected bidder on any of the terms offered.
- 14.7 Price Preference: During evaluation and ranking, there shall be no price preference admissible in favour of any type of registered firm/Supplier e.g DGS&D/NSIC/NISCI/SSI/PSU/Kendriya Bhandar/ Central Purchase Organisations or equivalent etc.
- 14.8 The successful bidder should supply the goods through billing by a branch office/ sale depot of the manufacturer inside the state in order to protect state consumption base for taxation of Odisha.

15. Firm Price

- 15.1 Prices quoted by the bidder shall remain firm and fixed for one year from the date of award of Contract and will not be subject to variation/adjustment on any account other than as specified in clause 14.3.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated by the Government, will apply.
- 15.3 In case the rates specified by the DGS&D (Directorate General of Supplies and Disposals), Gol are found to be below the rates mentioned in the contract awarded to the lowest responsive bidder, the Government, at its own and sole discretion, may negotiate with contract awardee for a more appropriate rate.
- 15.4 If the awardee/supplier i.e, L1 Bidder is unable to deliver the material in full or part within the delivery period mentioned in this bid document, the Government, at its own and sole discretion, may negotiate with the next higher responsive bidder (s) at the rate offered by the lowest evaluated responsive bidder

16. Alternative Bids

Alternative Bids are not permitted. Either the authorised agent on behalf of the manufacturer or the manufacturer itself can bid but both cannot bid simultaneously for the same item/product.

17. Documents Establishing Goods' Conformity to Required Specifications.

- 17.1 The bidder shall provide, in its bid, required as well as relevant documents like technical data, literature, brochures etc. to establish that the goods offered in the bid fully conform to the goods specified by the Panchayati Raj Department in this document. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated in this document in their bids to establish technical responsiveness of the goods offered in its bid.
- 17.2 In case there is any variation and/ or deviation between the goods prescribed in this document and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 17.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability/ competence of the goods offered by it, its bid will be ignored and rejected in addition to other remedies available to the Panchayati Raj Department in this regard.

18. Bid Validity

- 18.1 Bids should remain valid for acceptance for a period of 180 days after the date of bid opening prescribed in this document. Any bid valid for a shorter period or conditional period shall be treated as non-responsive and rejected.
- 18.2 In exceptional cases, bidders may be requested by the Director (Special Projects) in the Panchayati Raj Department to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable/ email followed by surface mail. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may choose to not agree to extend its bid validity without forfeiting its EMD.
- 18.3 In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday or closed day for the Panchayati Raj Department, the bid validity shall automatically be extended up to the next working day.

19. Signing and Sealing of Bid

- 19.1 The bidders shall submit their bids as per the instructions contained in the GIB
- 19.2 The original copy of the bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be in the form of a written power of attorney, which shall also be furnished along with the bid.

- 19.3 The copy of the bid shall be duly signed at the appropriate places as indicated in this document and all other pages of the bid including printed literature, if any shall be signed by the same person(s) signing the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be signed by the person(s) signing the bid.
- 19.4 The bidder is to seal the copy of the bid in separate envelopes which shall be addressed to the “**Director (Special Projects), Panchayati Raj Department**”. The bid reference number must also be mentioned on the envelope. The phrase “**NOT TO BE OPENED before _____ am/pm on _____**” (the bidder is to fill the blanks with the date & time of bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Panchayati Raj Department will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 19.5 Bid Document seeks bid following a **Two Bid System**, in two parts. The first part will be known as the ‘**Technical Bid**’ and the second part would be called the ‘**Financial Bid**’. The bidder shall seal the ‘**Technical Bid**’ and ‘**Financial Bid**’ separately as prescribed in **clause 11** and covers shall be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and the procedure prescribed in **clause 11** followed.
- 19.6 The Technical Bid and Financial Bid bids should be completed in all respects without any ambiguity. Bids incomplete, in any respect, shall be liable for rejection.

20. Alteration and Withdrawal of Bid

- 20.1 A bidder, after submitting its bid, is permitted to alter/ modify its bid so long as such alterations/ modifications are duly signed, sealed and marked like the original bid, within the deadline for submission of bids.
- 20.2 Alterations/ modifications to bids received after the prescribed deadline shall not be considered.
- 20.2 No bid should be withdrawn after the deadline for submission of bids and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the earnest money furnished by the bidder along with its bid.

21. Opening of Bids

- 21.1 The Technical Committee constituted for the bid process will open the bids at the specified date and time and at the specified place as indicated in the Notice Inviting Bid. In case the specified date of bid opening falls on or is subsequently

- declared a holiday or closed day for the Panchayati Raj Department, the bids will be opened at the appointed time and place on the next working day.
- 21.2 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authorisation. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.
- 21.3 The Two-Bid system as referred to at various places in this document will be as follows. The **Technical Bid** shall be opened, in the first instance, at the prescribed time and date as indicated in the Notice Inviting Bid. These Bids shall be scrutinized and evaluated by the said committee/ authority with reference to parameters prescribed in the document. During the Technical Bid Opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the **Financial Bid** of only those Technical Bids that are accepted in the first stage shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid bid.

22. Evaluation of Bids

- 22.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bid document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- 22.2 The Technical Committee 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 documents have been properly signed stamped and whether the Bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 22.3 Prior to the detailed evaluation of Price Bids, pursuant to GIB, the Panchayati Raj Department will determine the substantial responsiveness of each bid to this document. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, EMD, Taxes& Duties, Force Majeure and Applicable law will be deemed to be a material deviation. The Panchayati Raj Department's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 22.4 If a bid is not substantially responsive, it will be rejected by the Technical Committee and cannot, subsequently, be made responsive by the bidder by correction of the non-conformity.
- 22.5 The following are some of the important aspects, for which a bid shall be declared non-responsive and will be summarily ignored;
- (i) Bid form as per **Section VII** (signed and stamped) not enclosed
 - (ii) Bid is unsigned.
 - (iii) Bid validity is shorter than the required period.
 - (iv) Required EMD
 - (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per **Section IX**.
 - (vi) Bidder has not agreed to give the required performance security.
 - (vii) Goods offered conditional specification or do not meet the required specification.
 - (viii) Bidder has not agreed to other essential condition(s) specially incorporated in the bid enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (x) Any other characteristic of the bid/ bidder, as determined by the Technical Committee, which renders the bid/ bidder not eligible as per GIB.
 - (xi) Price quoted by the firm left blank in the financial bid.
- 22.6 If, during the evaluation process, the Technical Committee finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the Technical Committee may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders.
- 22.7 If, in the price structure quoted by a bidder, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Technical Committee feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 22.8 If, in the price structure quoted by a bidder, there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 22.9 If, as per the judgement of the Technical Committee, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/ speed post. If the bidder does not agree to the observation of the Technical Committee, the bid is liable to be ignored.

- 22.10 Bids of the bidders, who do not meet the required Eligibility Criteria prescribed in **Section VI (Eligibility Criteria)**, will be treated as non-responsive and will not be considered further.
- 22.11 Responsive bids will be evaluated and compared **Category-Wise** as mentioned in **clause 7**.
- 22.12 The comparison of the responsive bids shall be carried out for each item/ category on the prices quoted.
- 22.13 No price preference shall be given for goods of higher technical specifications than those specified in this bid document.

23. Award of Contracts

- 23.1 The Panchayati Raj Department reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.
- 23.2 Subject to this GIB, the contract will be awarded to the lowest evaluated responsive bidder decided by the Technical Committee post the evaluation of bids as described in **clause 22** above.
- 23.3 At the time of awarding the contract, the Panchayati Raj Department reserves the right to increase or decrease the quantity of goods mentioned in **Section IV (List of Requirements)** without any change in the unit price and other terms and condition quoted by the bidder.

24. Notification of Award

- 24.1 Before expiry of the bid validity period, the Panchayati Raj Department will notify the successful bidder(s) in writing by registered/ speed post or by fax/ telex/cable (confirmed by registered/ speed post) that its bid for goods has been accepted. The notification shall also briefly indicate essential details like description, specification and quantity of the goods and corresponding prices accepted.
- 24.2 The successful bidder(s) must furnish, to the Panchayati Raj Department, the required performance security within twenty-one (21) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided in **clause 32 of the GCC**.
- 24.3 The Notification of Award shall constitute the conclusion of the Contract.

25. Non-receipt of Performance Security and Contract.

Failure of the successful bidder in providing the performance security and/ or returning contract copy duly signed within the deadline provided in **clause 32**

above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Panchayati Raj Department against it as per the GCC (**Clause 51 – Termination for Default**).

26. Publication of Bid Result

The name and address of the successful bidder(s) receiving the contract(s) will be mentioned in the notice board/ bulletin/ website of the Panchayati Raj Department, Government of Odisha.

27. Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/ Bidders/ Suppliers, etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Panchayati Raj Department: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Panchayati Raj Department and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Panchayati Raj Department of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Panchayati Raj Department if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

28. Application

The General Conditions of Contract, incorporated in this section, shall be applicable for this purchase to the extent the same are not superseded by the GIB, List of requirements under **Section IV** and Technical Specification under **Section V** of this document.

29. Use of Contract Documents and Information

29.1 The supplier shall not, without the **Director (Special Projects)**'s prior written consent, disclose the contract or any provision thereof including any specification, sample or any information furnished by or on behalf of the Director (Special Projects) in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

29.2 Further, the supplier shall not, without the **Director (Special Projects)**'s prior written consent, make use of any document or information mentioned in this document above except for the sole purpose of performing this contract.

29.3 Except the contract issued to the supplier, each and every other document mentioned in this document shall remain the property of the Panchayati Raj Department and, if advised by the Director (Special Projects), all copies of all such documents shall be returned to the **Director (Special Projects), Panchayati Raj Department** on completion of the supplier's performance and obligations under this contract.

30. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the Panchayati Raj Department, free of cost, against all claims which may arise in respect of goods to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, etc. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Panchayati Raj Department, the Director (Special Projects), Panchayati Raj Department shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the Panchayati Raj Department or its Director (Special Projects).

31. Country of Origin

31.1 All goods to be supplied and provided for the contract shall have their origins in India or in the countries with which the Government of India has trade relations.

31.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

31.3 The country of origin may be specified in the Price Schedule under the column **Make/ Model**.

32. Performance Security

32.1 Within Twenty-One Days (21) days from date of the issue of notification of award by the Panchayati Raj Department, the supplier, shall furnish a performance security to the Director (Special Projects) of an **amount equal to 10% (ten per cent) of the total value of the contract, valid up to 60 (sixty) months from the date of Notification of the Award**. The Panchayati Raj Department reserves the right to ask for Performance Security extension if contractual obligations are not fulfilled.

32.2 The Performance security shall be denominated in Indian Currency as detailed below:

a) It shall be in any one of the forms namely Account Payee Demand Draft /Fixed Deposit drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **section XII** of this document in favour of the **DDO Panchayati Raj Department, Government of Odisha**. The validity of the Fixed Deposit receipt or Bank Guarantee Shall be as mentioned in **clause 32.1** above.

32.3 In the event of any failure/ default of the supplier with or without any quantifiable loss to the Government, the amount of the performance security is liable to be forfeited. The Panchayati Raj Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

32.4 In the event of any amendment issued to the contract, the supplier shall, within 21 (twenty-one) days of the issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

32.5 Panchayati Raj Department/ Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations

33. Technical Specifications and Standards

The Goods to be provided by the supplier under this contract shall conform to the Technical specifications and quality control parameters mentioned in '**Specification**' and '**Quality Control Requirements**' of this document.

34. Packing and Marking

- 34.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey from the suppliers site to the consignees' site including transshipment (if any), rough handling, open storage etc. without any damage, deterioration, etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to the final destination as per the contract.
- 34.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Specifications and Quality Control Requirements.

35 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Eligibility Criteria Requirements under **section V** and **VI** respectively, the supplier shall make separate packages for each consignee and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address
- f. supplier's name and address with contact number

36. Inspection, Testing and Quality Control

- 36.1 The Panchayati Raj Department and/or its nominated representative(s) will, inspect and/or test the ordered goods and related services to determine their conformity to the contract specifications and other quality control details incorporated in the contract.
- 36.2 The Panchayati Raj Department reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Panchayati Raj Department, as it deems fit, shall resort to any or all of these inspections.
- 36.3 In case the contract stipulates pre-despatch inspection of the ordered goods at the supplier's site, the supplier shall put up the goods for such inspection to the Panchayati Raj Department's inspector well ahead of the contractual delivery period, so that the Panchayati Raj Department's inspector is able to complete the inspection within the contractual delivery period.

- 36.4 If, during such inspections and tests, the contracted goods fail to conform to the required specifications and standards, the Panchayati Raj Department's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost and resubmit the same to the Panchayati Raj Department's inspector for conducting the inspections and tests again.
- 36.5 Goods accepted by the Panchayati Raj Department and/or its inspector during initial/ final inspection in terms of the contract shall, in no way, dilute the Panchayati Raj Department's/ consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract as incorporated under GCC.
- 36.6 The Panchayati Raj Department's inspector reserves the right to draw samples through random sampling method after receiving the finished goods at the destination.
- 36.7 Inspector's decision as regards the rejection shall be final and binding on the Supplier.
- 36.8 All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications
- 36.9 Further, if the supplier after being notified of the rejection of supplied goods, either by the inspector of the consignee, fails to replace the same within the stipulated period of the delivery, the Panchayati Raj Department shall be at liberty to take recourse to any or all of the following: -
- (i) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 15 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
 - (ii) Impose a penalty of Rs. 500/- per rejected item per day of default which shall be recovered from the Performance Security.
 - (iii) Purchase or authorize the purchase, from any other supplier, of the quantity of the goods rejected or goods of a similar description (when goods exactly complying with particulars are not, in the opinion of the Director (Special Projects), readily available) without notice to the Supplier at the supplier risk and cost and without affecting the Supplier's liability as regards the supply of any further instalment due under the contract.
 - (iv) Cancel the contract and Purchase or authorize the purchase, from any other supplier, of the quantity of the goods rejected or goods of a similar description (when goods exactly complying with particulars are not, in the

opinion of the Director (Special Projects), readily available) without notice to the Supplier at the supplier's risk and cost

37. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the **SECTION IV**/ contract.

38. Insurance:

The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

39. Distribution of Dispatch Documents for Clearance/ Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Panchayati Raj Department/ Consignee to enable the Panchayati Raj Department / Consignee to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified, within 24 hours of despatch, the supplier shall notify the Director (Special Projects) and others concerned (if mentioned in the contract), the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any;
- (iv) Certificate of origin;
- (v) Insurance certificate;
- (vi) Manufacturers/ Supplier's Warranty Certificate & In-House Inspection Certificate.

40. Warranty

- 40.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporates all recent improvements in design and materials unless prescribed otherwise by the Panchayati Raj Department in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect, arising from design, materials or workmanship or from any

- act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 40.2 The on-site placement warranty shall remain valid for a period of 60 Months from the date of recording of acceptance of installation of goods at site.
- 40.3 In case of any claim arising out of this warranty, the Director (Special Projects) , Panchayati Raj Department shall promptly notify the same in writing to the supplier. The period of the warranty will be as per **clause 40.2** above irrespective of any other period mentioned elsewhere in the bidding documents.
- 40.4 Upon receipt of such notice, the supplier shall, within 15 days replace the defective goods/parts, free of cost, at the ultimate destination. The supplier shall take over the replaced goods after providing their replacements and no claim, whatsoever shall lie on the Panchayati Raj Department/ Consignee for such replaced goods thereafter. Penalty for non-replacement will be applicable at the rate of Rs. 500/- per defective item per day which shall be recovered from the Performance Security.
- 40.5 The successful bidder shall replace the product, in whole, in the following cases
- i. The product breaks down within one month from the date of recording of acceptance of goods at site.
 - ii. The product breaks down 4 (four) times within one year from the date of recording of acceptance of goods at site.
- Penalty for non-replacement will be applicable at the rate of Rs. 500/- per defective item per day which shall be recovered from the Performance Security.
- 40.6 In the event of replacement warranted by condition stipulated in **clause 40.5**, the warranty for the replaced goods shall be extended for a further period as mentioned in **clause 40.2** to the date such goods start functioning to the satisfaction of the Consignee.
- 40.7 If the supplier, having been notified, fails to respond to take action to replace the defective products within 15 days, the Director (Special Projects) may proceed to take such remedial action(s) as deemed fit at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Director (Special Projects) may have against the supplier.
- 40.8 During Warranty period, the Service Engineer engaged by the supplier are required to visit each consignee's site at least once every quarter (3 months) commencing from the date of delivery of the goods for preventive maintenance of the goods.
- 40.9 A Joint inspection of the goods delivered under this contract shall be under taken by the representative of the consignee and the service engineer during these visits. An OK Certificate, signed by both, conforming satisfactory performance of the inspected goods must be recorded by the supplier for each such visit.

41. Assignment to other entity

The Supplier shall not assign to any other entity, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the prior written permission of the Director (Special Projects), Panchayati Raj Department.

42. Modification of Contract

If necessary, the Director (Special Projects), Panchayati Raj Department may, by a written order given to the supplier at any time during the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Mode of packing,
- b) Incidental services to be provided by the supplier
- c) Mode of despatch,
- d) Place of delivery, and
- e) Any other area(s) of the contract, as felt necessary by the Director (Special Projects), Panchayati Raj Department, depending on the merits of the case.

43. Prices

Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract except for any price adjustment authorised by the Director (Special Projects), Panchayati Raj Department.

44. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Panchayati Raj Department/Consignee.

45. Terms and Mode of Payment**45.1 Payment Terms**

Payments shall be made, subject to recoveries if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

a) On Delivery:

90% (ninety per cent) of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- (ii) Final Acceptance Certificate by the Consignee as per **Section XIV** in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificates.
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate

b) On Acceptance:

Balance 10% (ten per cent) of contract price would be made against 'Final Acceptance Certificate' as per **Section XIV** of goods to be issued by the consignee's subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

- 45.2 The supplier shall not claim any interest on payments under the contract.
- 45.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 45.4 The payment shall be made in the Indian currency as authorised in the contract.
- 45.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 45.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 45.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty) from the Panchayati Raj Department/ Consignee, as and if permitted under the contract, the supplier shall also certify that, in case, it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund the same to the Panchayati Raj Department/ Consignee forthwith.
- 45.8 In a case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, the balance amount will be paid by the paying authority without the consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within three months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The supplier furnishes the following undertaking:

"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the Panchayati Raj Department or the consignee about non-receipt, shortage or defects in the goods supplied. I/We, _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

46. Delivery Period

- 46.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Panchayati Raj Department/ Consignee in the **SECTION-I** and as incorporated in the contract. The time and date of delivery of the goods stipulated in the **SECTION-I** and incorporated in the contract shall be deemed to be of essence to the contract and the delivery must be completed not later than the date(s) as specified in the contract. The time schedule for completion of the project as mentioned above is very important and the bidder must take utmost care to complete the delivery and installation within scheduled time.
- 46.2 Supplier should install these items at the specified site without any additional charge. Installation should be completed within the timeline specified in **SECTION X** from the scheduled or actual date of delivery whichever is later for all locations. If the scheduled date of delivery/ installation falls on a holiday/ non-working day (at the delivery location), the next working day shall be treated as due date of delivery/ installation. If the delivery is delayed for any reason for which the Panchayati Raj Department or client organization is not responsible, a penalty at the rate of 0.5% (point five per cent) of the delayed goods fully or partially will be imposed to the supplier for a delay of one week or part thereof, subject to maximum 5% (i.e., up to 10th week) of the cost of the delivery items. The same shall be deducted from the Performance Security deposited by the Bidder. After which the contract shall be deemed to be terminated/ truncated and EMD will be forfeited in full.
- 46.3 The Panchayati Raj Department reserves the right to cancel the order, in full or in part, if it is not executed within the prescribed completion time and seize the entire Security amount. Delay in supply/ installation/ Commissioning on the part of the supplier of goods shall be treated as delay in the delivery of the goods. In the event of such a cancellation, the Panchayati Raj Department shall have the right to recover a penalty from the performance security. However, for valid reasons (like any unavoidable situation at the client site) duly notified in advance and considered by the Director (Special Projects) Panchayati Raj Department, a revised delivery schedule may be accepted at the sole discretion of the Panchayati Raj Department.

- 46.4 Subject to the provisions under GCC, any unexplained delay by the supplier in maintaining its contractual obligations towards the delivery of goods and performance of requisite services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
 - (iv) Imposition of penalty for poor performance.
- 46.5 When the period of delivery is extended due to unexplained delay by the supplier, the amendment letter extending the delivery period shall, *inter alia* contain the following conditions:
- (a) The Panchayati Raj Department shall recover from the supplier, as mentioned in the GCC, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price, on any account whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax or on account of any other tax or duty which may be levied in respect of the goods specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods as are delivered and service performed after the date of the delivery stipulated in the contract.
- 46.6 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Panchayati Raj Department for extension of the delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Panchayati Raj Department.

47 Passing of property:

- 47.1 The property in the goods shall not pass to the Panchayati Raj Department unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 47.2 Where there is a contract for sale of specified goods and supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 47.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the Panchayati Raj Department/ consignee.

48. Liquidated damages

Subject to the GCC, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame incorporated in the contract, the

Panchayati Raj Department shall, without prejudice to other rights and remedies available to the Panchayati Raj Department under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (point five per cent) per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% (five per cent) of the contract price. Once the maximum is reached, Panchayati Raj Department may consider termination of the contract as per GCC.

During the above-mentioned delayed period of supply and/ or performance, the conditions incorporated under the GCC above shall also apply.

49. Termination for Default

- 49.1 The Panchayati Raj Department, without prejudice to any other contractual rights and remedies available to it (Panchayati Raj Department), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Panchayati Raj Department pursuant to the GCC.
- 49.2 In the event where the Panchayati Raj Department terminates the contract, in whole or in part, pursuant to GCC above, the Panchayati Raj Department may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Panchayati Raj Department for the extra expenditure, if any, incurred by the Panchayati Raj Department for arranging such procurement.
- 49.3 Unless otherwise instructed by the Director (Special Projects), Panchayati Raj Department, the supplier shall continue to perform the contract to the extent not terminated.

50. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Panchayati Raj Department reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to the further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Panchayati Raj Department.

51. Force Majeure

- 51.1 Notwithstanding the provisions contained in the GCC, the supplier shall not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 51.2 For the purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is

not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Panchayati Raj Department, either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 51.3 If a Force Majeure situation arises, the supplier shall promptly notify the Director (Special Projects), Panchayati Raj Department in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Director (Special Projects), Panchayati Raj Department in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 51.4 If the performance, in whole or in part, of any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 51.5 In case due to a Force Majeure event the Panchayati Raj Department is unable to fulfil its contractual commitment and responsibility, the Director (Special Projects), Panchayati Raj Department will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

52. Termination for convenience

- 52.1 The Panchayati Raj Department reserves the right to terminate the contract, in whole or in part, for its convenience, by serving written notice to the supplier at any time during the contract. The notice shall specify that the termination is for the convenience of the Panchayati Raj Department. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 52.2 The goods which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Panchayati Raj Department, following the contract terms, conditions and prices:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.
- For the remaining goods and services, the Panchayati Raj Department may decide.

53. Governing language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

54. Notices

- 54.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 54.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

55. Resolution of Disputes

- 55.1 If disputes or differences of any kind arise between the Panchayati Raj Department and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 55.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Director (Special Projects), Panchayati Raj Department or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Director (Special Projects), Panchayati Raj Department and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Commissioner-cum-Secretary, Panchayati Raj Department, Government of Odisha.
- 55.3 Venue of Arbitration: The venue of arbitration shall be Bhubaneswar, Odisha

56. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION – IV
Part I
LIST OF REQUIREMENTS

SI.No	Name of the Item	Specification at	Quantity Required
01	Laptop	Section – V	7242
02	Desktop	Section – V	488
03	All-in-one Desktop	Section – V	10
04	Black and White Printer	Section – V	22
05	Colour Printer (MFP)	Section – V	13
06	Black and White Network Printer (MFP)	Section – V	5
07	Large Display LED TV	Section - V	345

Part II

Required Delivery Schedule:

- i. The bidder/supplier is required to have capability to supply bulk/large quantity in the shortest time.
- ii. The quantity mentioned in List of requirement must be supplied within 60 days from the date of order.
- iii. Delivery of material and its installation are the core responsibility of the successful bid awardees.
- iv. The State Service Engineer shall furnish the information of the material to be delivered prior to the delivery of the material at site to the officer in charge of the Panchayati Raj Department.

Part III :

Scope of Incidental Services:

As specified in GCC.

Part IV:

Required Terms of Delivery: Free at Consignee's site

Destination/Consignee addresses are given in **Section XVI**

SECTION - V

Technical Specifications

1. Technical Specification for Laptop

Sr no	Parameter	Technical Specification
1	Processor	6th Generation Intel Core i5-6200U Processor or Higher.
2	Mother board and chipset	Intel Chipset integrated with processor with TPM 2.0 security
3	RAM	4 GB (1x4 GB) 1600MHz DDR3 Memory or higher
4	RAM upgradability	RAM should be Upgradeable to 16 GB with 2 Physical DIMM Slots.
5	HDD	Minimum 500GB with @7200 RPM HDD with HDD failure prevention technology (Hard Drive/mother board/Chipset should detect drop / fall and minimize the damage to the HDD.)
6	ODD	Internal/ External DVDRW
7	Communication & I/O Ports	Minimum 3 nos of USB 3.0 or higher, HDMI, Network connector (RJ45), VGA, SD 4.0 Memory card reader Headset/ Microphone combo jack. Docking Port. security lock slots
8	Keyboard & Mouse	Full size spill-resistant Backlit Keyboards with Integrated Touchpad & Dual-pointing Palm rest.
9	Camera	Integrated HD Webcam
10	Graphics	Intel HD Graphics
11	sound card	Intel High Definition Audio with Integrated stereo Speakers.
12	Display	14.0 inch HD (1366x768) Anti-Glare LED
13	Hinges Durable Laptop chassis	Mag - alloy/Carbon-fiber enforced laptop chassis with metal hinges.
14	Battery Type	Lithium ion (4-cell 62 WHR or Higher Battery) battery with minimum 6 hrs. back up
15	Weight & Height/Thickness	Note more than 2.2 KG (including battery and internal and external DVDRW)
16	Wireless & Bluetooth	Integrated wireless supporting Dual-Band Wireless-AC 8260 or higher network and Bluetooth v4.0 or higher.
17	Power and supply	External 45W or higher AC adapter of OEM make
18	OS/Media	Windows 10 Professional with latest Service Pack Preloaded License, OEM Media in form of DVD/CD containing OS and drivers must be provided. Systems Hardware driver should be available in OEM website against the offered model
19	Certifications	For OEM: ISO 14001:2004 For the quoted Model : UL, FCC ,Energy Star 6.0; EPEAT quoted model ROHS , Windows 10 Operating system
20	Carry Case	Standard Good Quality Carrying Case (Standard or Backpack with OEM Logo)

21	Warranty	5 Years standard onsite warranty on Laptop Hardware (including Battery and adapter) OEM supplied model Warranty must be visible in OEM website in respect to each product serial number
22	MS Office	Preloaded Microsoft Office 2016 professional, OEM license (Factory Preloaded) with license key sticker on the notebook. [NB:- In case the system is damaged or required to be formatted by consignee for any reason the OEM shall replace/ provide the preloaded MS Office with system]
23	Language Support	The system should be preloaded with odia language software with Unicode and multiple odia font support (which should compatible with other office utility software like MS Office professional/ Open Office etc)
24	Antivirus	Preloaded antivirus with 5 years online auto upgradeable.

2. Technical Specification for Desktop

Sl No	Parameter	Technical Specification
1	Processor	Intel Core i5-6500 Processor (Quad Core, 6MB, 3.2GHz) or Higher
2	Chipset	Intel Q170 Chipset
3	Motherboard	Motherboard make from the same Desktop OEM (OEM Logo sticker in the motherboard will not accepted)
4	Memory	4 GB (1 x 4GB) 1600 MHz DDR3 Memory
5	Maximum up gradable System Memory	32 GB 1600 MHz DDR3 Memory with 4 DIMM slots or higher
6	Hard Disk	500 GB Serial ATA (7,200 Rpm) Hard Drive
7	ODD	Internal DVDRW
8	Monitor	21.5 inches or higher LED Backlight with Full HD 1920 1080 and min 2 USB Ports (Same Desktop OEM make).
9	Ethernet	Integrated Gigabit (10/100/1000) NIC
10	Mouse	2 Button USB Optical Scroll Mouse (Same OEM make/brand as system)
11	Keyboard	104 Keys USB keyboard (Same OEM make/brand as system)
12	Graphics	Integrated Intel HD Graphics
13	Audio	Internal audio connector with Internal audio Speaker
14	I/O Ports	10 or more USB (at least 4 USB ports in front panel) out of 10 USB ports must have 6 USB V 3.0 / 1 Ethernet (RJ45) / 1 VGA out / 1 display port and 1 HDMI / 1 Stereo line in/out or universal audio
15	Expansion Slots	Minimum 2 / Serial, USB & Network Enable/Disable Port Control
16	Chassis	Power-On Password / Security locks option to lock both PC and Monitor. Trusted Platform Module (TPM) 1.2 or Higher

		with 24 KB on chipset, Chassis with Chassis Intrusion Switch. Chasis volume (L) not more than 13 (L) in volume.
17	Power Supply	Not more than 200 Watt with min 90% or higher energy efficient power supply
18	Bays	Minimum 2
19	Operating System & Media	Preloaded Windows 10 Pro (64bit) English
20	OS Certifications	Windows 10 Professional
21	Compliance/ Certification	For OEM: ISO 9001and 14001. For quoted model: UL/FCC, EPEAT & ENERGY STAR 6. TCO 6 certification for the quoted monitor model.
22	Warranty	5 years On-site Comprehensive OEM Warranty. OEM supplied model Warranty must be visible in OEM website in respect to each product serial number
23	MS Office	Preloaded Microsoft Office 2016 professional, OEM license (Factory Preloaded) with license key sticker on the desktop. [NB:- In case the system is damaged or required to be formatted by consignee for any reason the OEM shall replace/ provide the preloaded MS Office with system]
24	Language Support	The system should be preloaded with odia language software with Unicode and multiple odia font support (which should compatible with other office utility software like MS Office professional/ Open Office etc)
25	Antivirus	Preloaded antivirus with 5 years online auto upgradeable.

3. Technical Specification for All-in-One Desktop

Sr No	Parameter	Technical Specification
1	CPU	Intel Core i5-6500 Processor (Quad Core, 6MB, 3.2GHz) or Higher
2	Chipset	Compatible Chipset with the above processor.
3	Motherboard	Motherboard make from the same Desktop OEM
4	Memory	Minimum 8 GB (1X8 GB) 1600 MHz DDR3 Memory
5	Expandable to	Memory Expandable upto 16 GB 1600 MHz or higher with 2 DIMM slots
6	Hard disk	Minimum 500 GB,SATA 7200 RPM
7	Monitor	Minimum 21 inches (resolution: 1920 X 1080) or higher with HD Cameras
8	Ethernet	Integrated Gigabit (10/100/1000) and integrated Dual Bank Wireless 802.11 a/b/g/n and ac + Bluetooth
9	Mouse	2 Button USB / PS2 Optical scroll mouse (Same OEM make / bran as system)
10	Keyboard	Standard key board (USB2.0) or higher
11	Optical Drive	Internal SATA DVD R/W Drive
12	Graphics	Integrated HD Graphics
13	Audio	Internal audio connector

14	I/O Ports	Minimum 6 External USB (minimum 4 USB 3.0), HDMI, Display Port, RJ-45, 1 Audio Line in and audio line out/ Universal audio port. Power – On Password, Trusted Platform Module (TPM) 1.2 or higher.
15	Power Supply	Max 220 W PSU with ENERGY STAR 6.0
16	Operating System & Media	Preloaded Windows 10 Pro (64 bit) English (OEM self-Declaration on Microsoft COA licenses serial no required along with the supply of the systems)
17	Compliance / Certification	For OEM: ISO 9001 and 140001. For quoted model : UL/FCC, EPEAT GOLD & ENERGY STAR 6.0
18	Warranty	5 years on-site comprehensive OEM warranty. OEM supplied model Warranty must be visible in OEM website in respect to each product serial number
19	MS Office	Preloaded Microsoft Office 2016 professional OEM license (Factory Preloaded) with license key sticker on the all-in-one desktop. [NB:- In case the system is damaged or required to be formatted by consignee for any reason the OEM shall replace/ provide the preloaded MS Office with system]
20	Language Support	The system should be preloaded with odia language software with Unicode and multiple odia font support (which should be compatible with other office utility software like MS Office professional/ Open Office etc)
21	Antivirus	Antivirus with 5 years online auto upgrade.

4. Technical Specification for Black and White Printer

Sl. No	Parameter	Technical Specification
1.	Print Technology	Laser
2.	Print Resolution	Up to 600x600 dpi
3	Duplex Technique	Automatic (Standard)
4	Print Speed	Minimum 30 Pages per minutes
5	Monthly Printing Capacity	Minimum 30000 Pages
6	Connectivity	Minimum 1 Highspeed USB 2.0 port with Built in Ethernet 10/100/1000 and Wireless 802.11 b/g/n
7	Operating System	Compatible with Windows vista, Windows XP, Windows – 7, Windows – 8, Windows – 10 & Mac OS, (Both for 32 and 64 Bit)
8	Supported Paper Size	A4, Letter, legal etc. (Auto Duplexing Printing)
9	Warranty	5 Years On-site

5. Technical Specification for Color Printer (MFP)

Sl. No	Parameter	Technical Specification
1.	Function	Print, Copy, Scan
2.	First Page out Ready	Less than or equal to 10 Sec.
3	Duty Cycle	More than 30000 pages per Month
4	Print Technology	Laser
5	Duplex Technique	Automatic (Standard)
6	Output Type	B/W and Color
7	Print Speed	10 PPM or Higher in Color
8	Supported Paper Size	Legal, A4, LTR, A5, A6, B5, B6, custom, executive etc (Auto Duplexing Printing)
9	Print Resolution	Up to 600 x 600 dpi quality in Black and white and Color (2400 dpi effective output)
10	Interface Connectivity	Minimum 1 High-speed USB 2.0 & USB 3.0 port with built-in Ethernet 10/ 100/ 1000
11	Memory	128 MB or Higher
12	Operating System	Compatible with Windows Vista, Windows-XP, Windows-7, Windows-8, Windows-10 & Mac OS, (Both for 32 and 64 bit)
13	Scan Resolution, Optical	Upto (1200 X 1200) dpi (mono/color)
14	Warranty	5 years on-site

6. Technical Specification for Black and White Network Printer (MFP)

Sr No	Parameter	Requirement
1	Printing	Print Speed (Black) 65 to 70 Print Resolution (dpi), 1200 DPI or Higher First Print Out Time (Black), less than 5 sec Emulation : PCL5e, PCL6, PostScript 3, PDF 1.4, TIFF and more, Duplex Printing
2	Copy	Copy Speed (Black) 65 PPM or Higher Copy Resolution, 600 X 600 dpi or higher Duplex Copy, yes Copy Special Features, Zoom from 25% to 400%, Multi Copy up to 999 pages
4	Fax	Modem Speed (kbps) 33.6, Compatibility ITU-T G3, Super G3
5	Display	Touch Screen Display for operational ease.
6	General	Interface: USB 2.0, Ethernet 10/100/1000 and Wireless 802.11 b/g/n Noise Level: Less than 60 dBA for Print/Scan/Copy Monthly Duty Cycle: More than 300000

		Paper handling: Legal, A4, Letter, A5, A6, B5, B6, Custom, Executive etc. (Auto Duplexing Printing)
7	Operating System	Compatible with Windows Me, Windows-XP, Windows-7, Windows-8, Windows-10, Windows Server Supported & Mac OS, (Both for 31 and 64 Bit)
8	Warranty	5 years on site

7. Technical Specification for Large Display LED TV

Sr No	Parameter	Requirement
1	Size	65 inch or Higher
2	Display	LED Display with FHD resolution [1920 X 1080p], Brightness 400 nits or more
3	Video	Should have static contrast ratio 1300:1 with mega Dynamic contrast ratio 450000:1 or more
4	Audio	10W X 10W = 20W built in speaker or better
5	Special Features	<ol style="list-style-type: none"> 1. Screen Sharing through HDMI / VGA 2. Simple Network Management Protocol Support 3. Conformal Coating for Dust & Humidity Protection circuit board & Hard coating, Anti-glare surface treatment 4. Fail-over (USB, RGB, DVI, HDMI,), Wake on LAN 5. Support Wi-Fi dongle. 6. Power Management modes (Sustain Aspect Ratio/ Stand-by-Screen) 7. Typical power consumption 100 watt or less. 8. RJ45 pass through 9. USB content scheduling
6	Input & Output	HDMI – 1 No, USB – 2 Nos, VGA/RGB – 1 No DVI-D – 1 No, Ethernet LAN RJ45 – 1 No Audio Out – 1 No, RS232 – 1 No, IR – 1 No
7	Environment	Operating Humidity Range – 10% - 80%
8	Power	Typical Power consumption 100 watt or less & Smart Energy Saving – 50w or more
9	Standard & Certification	Safety – UL / cUL / CB / TUV / KC EMC – FCC Class "A" / CE/KCC & BIS Energy Star – 6.0

GENERAL APPENDIX TO SPECIFICATIONS

Note 1: Bidder's attention is drawn to the GIB. The bidder is to provide the required details, information, confirmations, etc. accordingly failing which it's bid is liable to be ignored.

Note 2: Warranty & Replacement Policy:

60 months' on-site replacement Warranty as per the conditions of the Contract for complete goods and services from the date of recording of acceptance of goods at the consignee site. If the delivered goods or any portion thereof gets damaged or lost during the transit and installation, the bidder shall effect the replacement of such goods within a reasonable agreed time or 15 days whichever is earlier to avoid delay in commissioning the equipment.

Note 3: After Sales Service:

After sales service should be available at 30 District Head Quarters and State on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly and the service is required to delivered at the site of complainant. The service should be provided directly by the supplier or his authorised agent whose details shall be provided to the Panchayati Raj Department/ consignee within one month from the date of award of contract.

Note 4: WATCH AND WARD

The supplier shall be responsible for watch and ward of all the equipment and various materials till complete handing over.

SECTION - VI

Minimum Eligibility Criteria

Category	Items
Category-A	Laptop
Category-B	1. Desktop
	2. All in One Desktop
Category-C	1. Printer B/W
	2. Printer (Colour)
	3. Black and White Network Printer (MFP)
Category-D	Large Display LED TV

Category-A: Procurement of Laptop

Sl no	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	i. The company/ their authorised partner must have valid up to date VAT Registration in Odisha, Registered with Service Tax Authorities and having PAN, Service Tax & IT Return up to 31 st March 2015. ii. The Bidder Must be an Original Equipment Manufacturer (OEM) or OEM Authorized Firm for the assignment.	<ul style="list-style-type: none"> – Certificates of incorporation – Registration Certificates, PAN copy & other necessary supporting documents – OEM authorised certificated for the assignment
2	Annual Average Turnover of the firm	Annual average Turnover during last three financial years i.e, 2013-14 , 2014-15 & 2015-16 (as per the last published Balance sheets), should have a minimum of Rs. 100 Crores	Extracts from the Audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Net Worth	The net worth of the bidder in the last three financial years, i.e 2013-14 , 2014-15 & 2015-16 should be positive.	CA's Certificate with CA's Registration Number/ Seal indicating net worth of the firm
4	JV/Consortium for participation in bid	Not allowed	
5	Technical Capability	– Bidder must have successfully undertaken at least either of the following numbers of Similar assignment of value specified herein during the last three financial years i.e. 2013-14 , 2014-15 & 2015-16	Work order along with Completion Certificates from the client

		<ul style="list-style-type: none"> – One project of similar nature not less than the amount Rs. 40 crores ; OR – Two projects of similar nature each of which not less than the amount Rs. 25 crores ; OR – Three projects of similar nature each of which not less than the amount Rs. 20 crores <p>'Similar Nature' is defined as, Supply of Hardware like Laptops and Desktop Computers only and their associated maintenance services for government/ public sector enterprises in India.</p>	
6	Quality Certifications	ISO 9001:2008	Copy of Certificate
7	Local Service Centres	<p>i. The bidder should have presence in Odisha with support Centers. The bidder should have technical manpower with experience to provide service in all the 30 districts throughout Odisha for support under this contract.</p> <p>ii. If the Bidder does not have any operational Service Support Centre /Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support.</p>	A Self Certified letter by an authorized signatory; List of 31nos support engineer to be attached.
8	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha and Gol. The bidder must also disclose full details of any blacklisting	A Self Certified letter by an authorized signatory.
9	Solvency Certificate	The bidder shall submit solvency certificate issued in the name of the bidder amounting Rs. 1 Cr.	Solvency Certificate shall be enclosed.

Category-B: Procurement of Desktop and All in One Desktop

Sl no	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>i. The company/ their authorised partner must have valid up to date VAT Registration in Odisha, Registered with Service Tax Authorities and having PAN Service Tax & IT Return up to 31st March 2015.</p> <p>ii. The Bidder Must be an Original Equipment Manufacturer (OEM) or OEM Authorized Firm for the assignment.</p>	<ul style="list-style-type: none"> – Certificates of incorporation – Registration Certificates, PAN copy & other necessary supporting documents

			– OEM authorised certificate for this assignment.
2	Annual Average Turnover of the firm	Annual average Turnover during last three financial years i.e, 2013-14 , 2014-15 & 2015-16 (as per the last published Balance sheets), should have a minimum of Rs. 6 Crores	Extracts from the Audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Net Worth	The net worth of the bidder in the last three financial years, i.e 2013-14 , 2014-15 & 2015-16 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm
4	JV/Consortium for participation in bid	Not allowed	
5	Technical Capability	<ul style="list-style-type: none"> – Bidder must have successfully undertaken at least the following numbers of Similar assignment of value specified herein during the last three financial years i.e. 2013-14 , 2014-15 & 2015-16 – One project of similar nature not less than the amount Rs. 2.4 crores ; OR – Two projects of similar nature each of which not less than the amount Rs. 1.5 crores ; OR – Three projects of similar nature each of which not less than the amount Rs. 1.2 crores <p>'Similar Nature' is defined as, Supply of Hardware like Laptops and Desktop Computers only and their associated maintenance services for government/ public sector enterprises in India.</p>	Work order along with Completion Certificates from the client
6	Quality Certifications	ISO 9001:2008	Copy of Certificate
7	Local Service Centres	<ul style="list-style-type: none"> i. The bidder should have presence in Odisha with support Centers. The bidder should have technical manpower with experience to provide service in all the 30 districts throughout Odisha for support under this contract. ii. If the Bidder does not have any operational Service Support Centre /Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support Centres . 	A Self Certified letter by an authorized signatory; List of 3nos support engineer to be attached.
8	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha	A Self Certified letter by an authorized signatory.

		and Gol. The bidder must also disclose full details of any blacklisting	
9	Solvency Certificate	The bidder shall submit solvency certificate issued in the name of the bidder amounting Rs. 50 lakh	Solvency Certificate shall be enclosed.

Category-C: Procurement of Printer B/W, Colour and Multi Function

Sl no	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	i. The company/ their authorised partner must have valid VAT Registration in Odisha, Registered with Service Tax Authorities and having PAN, VAT clearance certificate. , Service Tax & IT Return up to 31 st March 2015. ii. The Bidder Must be an Original Equipment Manufacturer (OEM) or OEM Authorized Firm for the assignment.	<ul style="list-style-type: none"> – Certificates of incorporation – Registration Certificates, PAN copy & other necessary supporting documents – OEM authorised certificate for this assignment.
2	Average Sales Turnover of the firm	Annual average Turnover during last three financial years i.e, 2013-14 , 2014-15 & 2015-16 (as per the last published Balance sheets), should have a minimum of Rs. 30 lakh	Extracts from the Audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Net Worth	The net worth of the bidder in the last three financial years, i.e 2013-14 , 2014-15 & 2015-16 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm
4	JV/Consortium for participation in bid	Not allowed	
5	Technical Capability	<ul style="list-style-type: none"> – Bidder must have successfully undertaken at least the following numbers of Similar assignment of value specified herein during the last three financial years i.e. 2013-14 , 2014-15 & 2015-16 – One project of similar nature not less than the amount Rs. 12 lakh ; OR – Two projects of similar nature each of which not less than the amount Rs. 8 lakhs ; OR – Three projects of similar nature each of which not less than the amount Rs. 6 lakhs 'Similar Nature' is defined as, Supply of Hardware like Printers .	Work order along with Completion Certificates from the client

6	Quality Certifications	ISO 9001:2008	Copy of Certificate
7	Local Service Centres	i. The bidder should have presence in Odisha with support Centers. The bidder should have technical manpower with experience to provide service in Bhubaneswar	A Self Certified letter by an authorized signatory; List of 1 no support engineer to be attached.
8	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha and Gol. The bidder must also disclose full details of any blacklisting	A Self Certified letter by an authorized signatory.
9	Solvency Certificate	The bidder shall submit solvency certificate issued in the name of the bidder amounting Rs. 5 lakh	Solvency Certificate shall be enclosed.

Category-D: Procurement of Large Display LED TV

Sl no	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<ul style="list-style-type: none"> i. The company/ their authorised partner must have valid VAT Registration in Odisha, Registered with Service Tax Authorities and having PAN, VAT clearance certificate. , Service Tax & IT Return up to 31st March 2015. ii. The Bidder Must be an Original Equipment Manufacturer (OEM) or OEM Authorized Firm for this assignment. 	<ul style="list-style-type: none"> – Certificates of incorporation – Registration Certificates, PAN copy & other necessary supporting documents – OEM authorised certificate for this assignment.
2	Annual Average Turnover of the firm	Annual average Turnover during last three financial years i.e, 2013-14 , 2014-15 & 2015-16 (as per the last published Balance sheets), should have a minimum of Rs. 20 Cr.	Extracts from the Audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Net Worth	The net worth of the bidder in the last three financial years, i.e 2013-14 , 2014-15 & 2015-16 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm
4	JV/Consortium for participation in bid	Not allowed	
5	Technical Capability	<ul style="list-style-type: none"> – Bidder must have successfully undertaken at least the following numbers of Similar assignment of value specified herein during the last three financial years i.e. 2013-14 , 2014-15 & 2015-16 – One project of similar nature not less than 	Work order along with Completion Certificates from the client

		<p>the amount Rs. 8 Cr. ; OR</p> <ul style="list-style-type: none"> – Two projects of similar nature each of which not less than the amount Rs 5 Cr. ; OR – Three projects of similar nature each of which not less than the amount Rs. 4 Cr. <p>'Similar Nature' is defined as, Supply of Large Display LED TV.</p>	
6	Quality Certifications	ISO 9001:2008	Copy of Certificate
7	Local Service Centres	<p>i. The bidder should have presence in Odisha with support Centers. The bidder should have technical manpower with experience to provide service in all the 30 districts throughout Odisha for support under this contract.</p> <p>ii. If the Bidder does not have any operational Service Support Centre /Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support .</p>	A Self Certified letter by an authorized signatory; List of 3 nos support engineer to be attached.
8	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha and Gol. The bidder must also disclose full details of any blacklisting	A Self Certified letter by an authorized signatory.
9	Solvency Certificate	The bidder shall submit solvency certificate issued in the name of the bidder amounting Rs. 1 Cr.	Solvency Certificate shall be enclosed.

Note:

- *If the bidder bidding in multiple categories having higher amount of solvency certificate, they need not to submit the solvency certificate in other category. The photo copy of the same may be attached in other proposal.*
- Notwithstanding anything stated above, the Director (Special Projects) reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Director (Special Projects). The Director (Special Projects) reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre-determined place acceptable to the Director (Special Projects) for technical acceptability as per the bid specifications, before the opening of the Price Bid.
- In support of having completed above supplies attach notarized purchase orders/work order copies and notarized copies of the satisfactory completion certificate from the consignee(s). If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.

- Joint Venture and Foreign Firms are not permitted.
- The turnover and experience should be in the name of bidding company and not in the name of subsidiary/associate company/group company etc.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT
(for the period of last 5 years)

S.No.	Client's Name and Address	Description of the goods ordered	Agreement /Notification of Award No. And date	Contract Value (Rs in Lakh)	Actual Date of Completion of contract

SEAL AND SIGNATURE OF THE BIDDER

SECTION - VII
BID FORM

Date_____

To
The Director (Special Projects)
Panchayati Raj Department
Government of Odisha

Ref. Your bid document No. _____ dated _____

We, the undersigned have examined the above mentioned bid document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods*) in conformity with your above referred document attached herewith and made part of this bid.

If our bid is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List 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 in terms of GCC for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB (General Instructions To Bidders), or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid 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.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

(Signature with date)

(Name and designation) Duly authorised to sign bid for and on behalf of

SECTION – VIII
PRICE SCHEDULE
PRICE SCHEDULE FOR GOODS

Item No	Name of Goods	Make/ Model	Quantity (Nos)	Price Per Unit	Excise Duty (if any) [%age & value]	Sales Tax/ VAT(if any) [%age & value]	Entry tax (If applicable)	Other taxes if applicable	Total taxes	Total Unit Price including taxes	Total Price including taxes (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)=e+f+g+h	(j)=d + i	(k) = c X j	

Total Bid price in Rupees: _____ **In words:** _____

_____.

Note: -

1. If there is a discrepancy between the unit price and total price, the unit price shall prevail.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

SECTION – IX

MANUFACTURER’S AUTHORISATION FORM

To

The Director (Special Projects)
Panchayati Raj Department
Bhubaneswar
Government of Odisha

Dear Sirs,

Ref. Your bid document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____ hereby authorise Messrs _____ (*name and address of the agent*) submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid Documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid Documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods offered for supply by the above firm against this bid document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. Original letter may be sent.

SECTION X

TIMELINE OF SERVICES

SI No	Service	Timeline
1	Bid Validity	180 Days
2	Performance Security deposit	Within 21 days
3	Performance Security deposit after amendment if any	Within 21 days
4	Replacing of rejected/defective goods and Installation.	Within 15 days
5	Delivery of goods and its installaion	Within 60 days
6	Force Meajure notice	Within 21 days

SECTION – XII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
 The Director (Special Projects)
 Panchayati Raj Department
 Bhubaneswar
 Government of Odisha

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 services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its 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 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 necessarily 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 months from the date of Notification of Award i.e. up to ----- (indicate date)

.....
 (Signature with date of the authorised officer of the Bank)

.....
 Name and designation of the officer

.....

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

SECTION – XIII

CONTRACT FORM

The Director (Special Projects)
Panchayati Raj Department
Bhubaneswar
Government of Odisha

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Director (Special Projects)'s bid document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Director (Special Projects), Panchayati Raj Department.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Director (Special Projects), Panchayati Raj Department in connection with this bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - a. General Conditions of Contract;
 - b. List of Requirements;
 - c. Technical Specifications;
 - d. Bid Form furnished by the supplier;
 - e. Price Schedule(s) furnished by the supplier in its bid;
 - f. Manufacturers' Authorisation Form (if applicable for this bid);
 - g. Director (Special Projects)'s Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under **clause 1.3 of Section II** – 'General Instructions to Bidders' of the Panchayati Raj Department's Request for Bid document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

Delivery schedule

(iii) Details of Performance Security

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of Director (Special Projects)'s inspecting officer

(v) Destination and despatch instructions

(vi) Consignee (s)

2. Warranty clause

3. Payment terms

4. Paying authority

**(Signature, name and address
of the Director (Special Projects)'s authorised official
For and on behalf of _____**

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XIV**Proforma of Final Acceptance Certificate by the Consignee**

No _____

Date _____

To _____

M/s _____

Subject: Certificate of acceptance of Goods/Stores.

This is to certify that the Goods/Stores as detailed below has/have been received in good conditions along with all the standard and special accessories and in accordance with the contract/ specifications. The same has been accepted and taken in stock.

(a) Contract No _____ dated _____

(b) Description of the Goods/Stores: _____

(c) Quantity: _____

(d) Receipt/ Goods Consignment Note no _____ dated _____

(e) Name of the Transporters: _____

(f) Name of the Consignee: _____

(g) Date of acceptance: _____

(h) Remarks if any: _____

Signature

Name

Designation with Stamp/Seal

SECTION – XV CHECKLIST

Name of Bidder:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the bid document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
2. a.	Have you enclosed duly filled Bid Form as per format in Section VII ?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement as per Proforma given in bid document in respect of all orders?			
5.	Have you submitted manufacturer's authorization as per Section IX ?			
6.	Have you submitted prices of goods, in the Price Schedule as per Section VIII ?			
7.	Have you kept validity of 180 days from the Technical Bid Opening date as per the bid document?			
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
10.	Have you fully accepted payment terms as per bid document?			

SI No.	Activity	Yes/ No/ NA	Page No. in the bid document	Remarks
11.	(a) Have you fully accepted delivery period as per bid document? (b) Have you accepted terms of delivery at consignee site			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted the warranty as per bid document?			
14.	Have you accepted terms and conditions of bid document?			
15.	Have you furnished documents establishing your eligibility & qualification criteria as per bid documents?			
16.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Bid opening?			

N.B.

1. All pages of the Bid should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA (Not Applicable)
3. It is the responsibility of bidder to go through the bid document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the bidding firm)

SECTION – XVI CONSIGNEE ADDRESS

Sl.No	Name of Consignee	Place of Delivery	Contact Address	Remark
1	Panchayati Raj Department, Odisha Secretariat	Block Office	BDO (Block Development Officer)	For the material to be installed at Gram Panchayat and Block Offices
2		DRDA Office	PD (Project Director)	For the material to be installed at District Head Quarters
3		Panchayati Raj Department, Odisha Secretariat	Joint Director - cum-Joint Secretary Panchayati Raj Department	For the material to be installed at State Head Quarter.
4	ORMAS	SIRD Campus, Unit VIII Bhubaneswar	Executive Director, ORMAS	To be delivered at ORMAS Office
5	Odisha Livelihoods Mission	SIRD Campus, Unit VIII Bhubaneswar	Addl. CEO (F)-cum-Dy Secy, OLM	To be delivered at OLM Office
6	MGNREGS	SIRD Campus, Unit VIII Bhubaneswar	Joint Secretary, MGNREGS	To be delivered at OLM Office
7	SIRD	SIRD Campus, Unit VIII Bhubaneswar	Deputy Director, SIRD	To be delivered at SIRD Office

NB: *The consignee will ensure timely issue of, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.*