



ODISHA STATE MEDICAL CORPORATION LIMITED (OSMCL)

No. OSMC/2018-19/SER-HR/03

Date: 01.08.2018

NOTICE INVITING TENDER FOR SUPPLY OF PACKAGING MATERIALS (RE-BIDDING)

Odisha State Medical Corporation Limited (OSMCL) invites sealed bids from different firms/dealers having valid GST registration for **Supply of Packaging Materials** to the Head Office of Odisha State Medical Corporation Ltd., Bhubaneswar. The bid document with all information relating to the bidding process such as cost of bid document, EMD, Eligibility Criteria, Terms & Conditions, etc. are available on the website **www.osmcl.nic.in**, which may be downloaded for use. A Pre-Bid Meeting will be held in the Tender Hall of OSMCL on **08.08.2018** at **11 A.M.** Interested parties may submit their bids super-scribing as “**Tender for Packaging Materials in reference to Advertisement No.-----dt.-----**” to the undersigned through registered post/speed post/courier only, which should reach **on or before 4 P.M. of 17.08.2018** positively and the same will be opened at **4.30 P.M. on the same day** by a Committee in presence of the Participants, who wish to attend the Bid Opening Meeting. The undersigned reserves the right to reject any or all the bids without assigning any reason thereof.

Sd/-

Managing Director

Odisha State Medical Corporation Limited (OSMCL)

Convent Square, Bhubaneswar – 751007, Odisha, Ph. No.- (0674) 2380660, 2380950, Website: www.osmcl.nic.in, E-mail: adm.n.osmcl@nic.in



ODISHA STATE MEDICAL CORPORATION LIMITED (OSMCL)
TERMS AND CONDITIONS FOR SUPPLY OF PACKAGING MATERIALS (RE-BIDDING)

1. **Sale of bid document:** The prospective bidders may download the complete set of the bid documents directly from the website **www.osmcl.nic.in** and submit the same to OSMCL along with the cost of bid document of **₹.2,240/- (Rupees Two Thousand Two Hundred and Forty) only (including GST) (non-refundable)** in shape of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in favour of **Odisha State Medical Corporation Ltd.**, payable at **Bhubaneswar**.
2. The cost of bid document and EMD should be submitted separately in separate Demand Draft/ Pay Order.
3. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the Office notice board of OSMCL or download from the Corporation website **www.osmcl.nic.in** before last date & time of submitting the bids.
4. A Pre-Bid Meeting will be held in the Tender Hall of OSMCL on **08.08.2018** at **11 A.M.**
5. The bids should reach the office of the Managing Director, OSMCL, Bhubaneswar by **17.08.2018 at 4 P.M.** and the bids will be opened at **4.30 P.M. on the same day**. In case this date happens to be a holiday for OSMCL for any reason, the bids will be received and opened on the immediate next working day at the same designated time & place.
6. Bidders may be present in persons or through their representative (s) during the opening of bids at **4.30 P.M. on 17.08.2018**.
7. The financial bids of those bidders shall be opened who will qualify in the technical bids.

8. Bid Price:

- a) The bids shall be submitted under two bid system i.e. Technical Bid & Financial Bid. The Financial Bid shall contain only the Price Bid and the Technical Bid shall contain all other documents as per the tender terms along with EMD & cost of bid document **except Price Format**. The Technical Bid & Financial Bid should be covered in two separate envelopes clearly writing on the top of the envelop as Technical Bid & Financial Bid respectively and these two bids shall be covered in a big envelop clearly mentioning on the envelop “**Tender for Packaging Materials in reference to Advertisement No.-----dt.-----**”.
- b) The list of items along with the price format is placed at **Annexure I**, which should be filled up and submitted.
- c) Item-wise rate will be taken into consideration and compared.
- d) The quoted rates shall include all duties and taxes and the bidder's cost towards insurance, packing & forwarding and delivery at OSMCL.
- e) The rates quoted shall remain unchanged for a period of one year from the effective date of contract.
- f) However, during the duration of contract, if the market price of any item is found to be lower than the contract price, the agency shall supply the item as per the market price, failing which the Corporation reserves the right to procure the item from open market.

9. EMD:

- a) The bidders shall furnish EMD of **₹.10,000/- (Rupees Ten Thousand)** only in shape of Demand Draft/ Pay Order in favour of **Odisha State Medical Corporation Ltd.**, payable at **Bhubaneswar**.
- b) Any bid not accompanied with EMD shall be summarily rejected.
- c) EMD will be forfeited if (i) a bidder withdraws its bid during the period of bid validity or (ii) the successful bidder fails to submit the Performance Security.

10. Each bidder shall submit only one bid.

11. The bids shall remain valid for a period not less than **120 days** after the last date of submission specified in the bid document.

12. Notwithstanding the above, the Corporation reserves the right to accept or reject any or all the bids and to cancel the bidding process at any time prior to the issue of Purchase Order.

13. Purchase Orders will be placed in a phased manner as per the requirement within the contract period.

14. Performance Security:

- a) The successful bidder will submit Performance Security for **₹.15,000/- (Rupees Fifteen Thousand)** only in shape of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in favour of “**Odisha State Medical Corporation Ltd.**”, payable at **Bhubaneswar**.
- b) The EMDs of all the bidders shall be returned immediately after the successful bidder submits the Performance Security.
- c) If the successful bidder fails to submit the Performance Security, the EMD of the successful bidder will be forfeited and the bidder may be debarred from participating in the tenders relating to packaging materials by OSMCL for three years.
- d) The Performance Security of the successful bidder will be returned to the bidder without interest only after successful completion of the contract period.

15. Eligibility Criteria

The bidders must fulfill the following eligibility criteria to participate in the bidding process -

- a) Must have supplied packaging materials to **at least one Government/ Semi-Government/ Public Sector Undertaking** or **three Companies (Public/ Private)** during last three Financial Years i.e. 2015-16, 2016-17 & 2017-18. **(Self-attested copies of Purchase Orders received from Government/ Semi-Government/ Public Sector Undertakings/ Companies (Public/ Private) during last three Financial Years i.e. 2015-16, 2016-17 & 2017-18 to be furnished along with information in Annexure III.)**
- b) Minimum Annual Turnover of **₹.20 Lakh** during each of the last 3 Financial Years i.e. 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18. **(Self-attested copies of Turnover Certificate in original issued by a Chartered Accountant for last three years i.e. 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18 as in Annexure IV to be furnished. Provisional turn over shall not be considered.)**

Apart from above, the bidders shall also furnish the following documents-

- One copy of this bid document duly signed by the bidder

- Required cost of bid document
- Required EMD
- Checklist in **Annexure II**
- Self-attested copy of PAN Card
- Self-attested copy of GST Registration Certificate
- Financial Bid as per **Annexure I**
- Declaration in ₹.100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority as per **Annexure V**.

16. Evaluation and Selection

- a) The bids shall be evaluated in two stages i.e. (1) evaluation of technical bids and (2) evaluation of financial bids.
- b) The financial bids of those bidders who will qualify in the technical evaluation shall be opened.
- c) Financial Bids shall be opened in the presence of the technically qualified bidders/ their representatives having authorization of the bidders in the address given below –
O/o Odisha State Medical Corporation Ltd.
Convent Square, Bhubaneswar – 751007.

Date & Time of opening of financial bids shall be communicated to the technically qualified bidders through e-mail & sms.

17. Award of Contract

- 17.1 Contract shall be awarded item-wise to the bidders whose bids will be determined to be substantially responsive and who have quoted the lowest rates for those items.
- 17.2 In case two or more technically qualified Firms quote the lowest price for an item, the Firm with the higher average annual turnover during the last 3 F.Y.s i.e. 2014 -15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18 shall be awarded the contract.
- 17.3 Any effort by a bidder to influence the Corporation in its decision on bid evaluation or placement of purchase order may result in rejection of the bidder's offer.

18. Payment

18.1 Payment shall be made on monthly basis after completion of full supply as per Purchase Order (s) placed with the agency during that month.

18.2 In case any defect is noticed while using the items, the same will be replaced by the supplier immediately and no payment will be made for the defective items.

19. Penalty

19.1 Supply of materials should be made within 15 days from the date of issue of a Purchase Order, failing which Liquidated Damage will be charged @ 1% per week or part thereof on the value of delayed goods, subject to a maximum of 4% of Purchase Order value, which will be deducted from the payment due.

19.2 If the successful bidder fails to execute the order i.e. supply of all items mentioned in the Purchase Order within 45 days of issue of the Purchase Order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

20. Termination

OSMCL shall have the discretion to terminate the contract at any time by giving 15 days' notice whereupon the agency will immediately cease the provision of the services and submit a bill for the items already supplied as per order/ s up to the date of termination.

21. Discretion of Authority

OSMCL reserves the right:

- a) To reject the entire tender, without assigning any reason.
- b) To cancel the purchase order in the event of unsatisfactory supply/ delay in supply of materials/ supply of inferior goods or non-observance of the relevant clauses of the bid document.
- c) To reject the item under rate contract if it comes to the notice of authority that the vendor has reduced the sale price, has sold or has offered to sell the same or similar item to any person or organization including Department of Central/ State Government or any central/ state PSU at a price lower than the approved price under the contract with OSMCL.

22. Arbitration

OSMCL and the selected agency will make every effort to resolve amicably by

direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned. In case of their failure to resolve the dispute/s, the matter will be referred to the Managing Director, OSMCL whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

23. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

Sd/-

Managing Director

Annexure I**FINANCIAL BID**
PRICE FORMAT

Sl. No.	Name of the Item	Dimension/ Capacity	GSM	Unit	Unit Rate inclusive of all Taxes (₹.)	% of GST included in the Unit Rate
1.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	10.5" x 7.5" x 3.25"	120 GSM per Ply	Pc.		
2.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	11" x 4" x 4"	120 GSM per Ply	Pc.		
3.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	11" x 4" x 4"	120 GSM per Ply	Pc.		
4.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	5.5" x 4" x 4"	120 GSM per Ply	Pc.		
5.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	5.5" x 4" x 4"	120 GSM per Ply	Pc.		
6.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	13" x 8.5" x 5"	120 GSM per Ply	Pc.		
7.	3 Ply Corrugated Card Board Box with top white duplex board (with printing of Logo, Name & Address of OSMCL)	13" x 8.5" x 5"	120 GSM per Ply	Pc.		
8.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	10.5" x 7.5" x 3.25"	120 GSM per Ply	Pc.		
9.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	11" x 4" x 4"	120 GSM per Ply	Pc.		
10.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	5.5" x 4" x 4"	120 GSM per Ply	Pc.		
11.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	13" x 8.5" x 5"	120 GSM per Ply	Pc.		
12.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(300 x 220 x 150) MM	120 GSM per Ply	Pc.		
13.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(200 x 140 x 92) MM	120 GSM per Ply	Pc.		
14.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(140 x 75 x 240) MM	120 GSM per Ply	Pc.		
15.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(450 x 300 x 200) MM	120 GSM per Ply	Pc.		
16.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(400 x 350 x 350) MM	120 GSM per Ply	Pc.		
17.	3 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(500 x 350 x 400) MM	120 GSM per Ply	Pc.		
18.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	10.5" x 7.5" x 3.25"	120 GSM per Ply	Pc.		
19.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	11" x 4" x 4"	120 GSM per Ply	Pc.		
20.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	5.5" x 4" x 4"	120 GSM per Ply	Pc.		
21.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	13" x 8.5" x 5"	120 GSM per Ply	Pc.		

22.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	8" x 4" x 4"	120 GSM per Ply	Pc.		
23.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	10" x 7.5" x 6"	120 GSM per Ply	Pc.		
24.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	12" x 8" x 10"	120 GSM per Ply	Pc.		
25.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(300 x 220 x 150) MM	120 GSM per Ply	Pc.		
26.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(200 x 140 x 92) MM	120 GSM per Ply	Pc.		
27.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(140 x 75 x 240) MM	120 GSM per Ply	Pc.		
28.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(450 x 300 x 200) MM	120 GSM per Ply	Pc.		
29.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(400 x 350 x 350) MM	120 GSM per Ply	Pc.		
30.	5 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(500 x 350 x 400) MM	120 GSM per Ply	Pc.		
31.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	10.5" x 7.5" x 3.25"	120 GSM per Ply	Pc.		
32.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	11" x 4" x 4"	120 GSM per Ply	Pc.		
33.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	5.5" x 4" x 4"	120 GSM per Ply	Pc.		
34.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	13" x 8.5" x 5"	120 GSM per Ply	Pc.		
35.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	8" x 4" x 4"	120 GSM per Ply	Pc.		
36.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	10" x 7.5" x 6"	120 GSM per Ply	Pc.		
37.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	12" x 8" x 10"	120 GSM per Ply	Pc.		
38.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(300 x 220 x 150) MM	120 GSM per Ply	Pc.		
39.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(200 x 140 x 92) MM	120 GSM per Ply	Pc.		
40.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(140 x 75 x 240) MM	120 GSM per Ply	Pc.		
41.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(450 x 300 x 200) MM	120 GSM per Ply	Pc.		
42.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(400 x 350 x 350) MM	120 GSM per Ply	Pc.		
43.	7 Ply Corrugated Card Board Box (with printing of Logo, Name & Address of OSMCL)	(500 x 350 x 400) MM	120 GSM per Ply	Pc.		
44.	Air-tight Non-Reactive Transparent/ Amber coloured Glass Jar with Rust Proof/ HDPE Screw Cap well protected in thermocol shielding (with printing of Logo, Name & Address of OSMCL)	100ml		Pc.		
45.	Air-tight Non-Reactive Transparent/ Amber coloured Glass Jar with Rust Proof/ HDPE Screw Cap well protected in thermocol shielding (with printing of Logo, Name & Address of OSMCL)	500ml		Pc.		
46.	Air-tight Non-Reactive Transparent/ Amber coloured Glass Jar with Rust Proof/ HDPE Screw Cap well protected in thermocol shielding (with printing of Logo, Name & Address of OSMCL)	250ml		Pc.		

47.	Air-tight Non-Reactive Transparent/ Amber coloured Glass Jar with Rust Proof/ HDPE Screw Cap well protected in thermocol shielding (with printing of Logo, Name & Address of OSMCL)	1,000ml		Pc.		
48.	Air-tight Non-Reactive Glass Bottle with Rust Proof/ HDPE Screw Cap well protected in thermocol shielding (with printing of Logo, Name & Address of OSMCL)	500ml		Pc.		
49.	Air-tight Non-Reactive Glass Bottle with Rust Proof/ HDPE Screw Cap well protected in thermocol shielding (with printing of Logo, Name & Address of OSMCL)	1,000ml		Pc.		
50.	Air tight HDPE Container with Stopper and Screw Cap (with printing of Logo, Name & Address of OSMCL)	500ml		Pc.		
51.	Air tight HDPE Container with Stopper and Screw Cap (with printing of Logo, Name & Address of OSMCL)	750ml		Pc.		
52.	Air tight HDPE Container with Stopper and Screw Cap (with printing of Logo, Name & Address of OSMCL)	1,000ml		Pc.		
53.	Air tight HDPE Container with Stopper and Screw Cap (with printing of Logo, Name & Address of OSMCL)	2,000ml		Pc.		
54.	Air tight HDPE Bottle with Stopper and Screw Cap (with printing of Logo, Name & Address of OSMCL)	500ml		Pc.		
55.	Air tight HDPE Bottle with Stopper and Screw Cap (with printing of Logo, Name & Address of OSMCL)	1,000ml		Pc.		
56.	Air tight Thermocol box with Lid (body 20mm thickness) (with printing of Logo, Name & Address of OSMCL)	9"X7"X5.5"		Pc.		
57.	Air tight Thermocol box with Lid (body 20mm thickness) (with printing of Logo, Name & Address of OSMCL)	11"X7.5"X9.5"		Pc.		
58.	Zipper Poly Bag (transparent) (with printing of Logo, Name & Address of OSMCL)	16"X12"		Pc.		
59.	Zipper Poly Bag (transparent) (with printing of Logo, Name & Address of OSMCL)	12"X12"		Pc.		
60.	Zipper Poly Bag (transparent) (with printing of Logo, Name & Address of OSMCL)	8"X12"		Pc.		
61.	Zipper Poly Bag (transparent) (with printing of Logo, Name & Address of OSMCL)	8"X10"		Pc.		
62.	Zipper Poly Bag (transparent) (with printing of Logo, Name & Address of OSMCL)	10"X8"		Pc.		
63.	BOPP Tape (transparent) 20 micron (with printing of Logo, Name & Address of OSMCL)	90 meter length & 2" width		Roll		
64.	BOPP Tape (transparent) 20 micron (with printing of Logo, Name & Address of OSMCL)	90 meter length & 1" width		Roll		
65.	BOPP Tape (brown) 20 micron (with printing of Logo, Name & Address of OSMCL)	90 meter length & 2" width		Roll		
66.	BOPP Tape (brown) 20 micron (with printing of Logo, Name & Address of OSMCL)	90 meter length & 1" width		Roll		
67.	Transparent Polythene Gum Tape (with printing of Logo, Name & Address of OSMCL)	90 meter length & 3" width		Roll		

I/ We agree to supply the above items as per specifications for a period of one year from the effective date of contract with the rates mentioned above and the rates will remain unchanged during the contract period of one year. In case the market rate of any item is found to be less than the above quoted rate, we undertake to supply the item as per the market rate.

I/ We also undertake that OSMCL reserves the right not to accept any item if the material is of inferior quality.

Date:
Place:

**Seal with Signature of the Bidder
Name & Business Address**

Annexure II**CHECKLIST**

Sl. No.	Name of Document	Submitted (Yes/ No)	Page No.
1.	Cost of bid document for ₹.2,240/-		
2.	Earnest Money Deposit (EMD) for ₹.10,000/-		
3.	Self-attested copy of GST Registration Certificate		
4.	Self-attested copy of PAN Card		
5.	Self-attested Turnover Certificate (original) for F.Y.s 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18 in Annexure IV		
6.	Financial Bid as per Price Format in Annexure I		
7.	Self-attested proof copies of past experience during the financial years 2015-16, 2016-17 & 2017-18 along with information in Annexure III		
8.	Declaration in ₹.100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority in Annexure V		

Date:**Seal with Signature of the Bidder**

Annexure III

FORMAT FOR SUBMISSION OF PAST PERFORMANCE DURING LAST 3 YEARS i.e. 2015-16, 2016-17 & 2017-18

Sl. No.	Name of the Organization	Year	Order No. with Date	Order Value (₹.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Date:

Seal with Signature of the Bidder

TURNOVER CERTIFICATE

I hereby certify that M/s. _____ (Name & address) is having the following annual turnover and the statement is true and correct

-

Sl. No.	Financial Year	Turnover (₹.)
1.	2014-15/ 2015-16	₹. (Rupees) only
2.	2015-16/ 2016-17	₹. (Rupees) only
3.	2016-17/ 2017-18	₹. (Rupees) only

**Seal with Signature of Chartered Accountant
Membership No. :
Date:**

Seal with Signature of the Bidder

DECLARATION

To
The Managing Director
Odisha State Medical Corporation Ltd.,
Bhubaneswar

I/We _____ have carefully read the bid document and confirm my/ our eligibility as required. I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/ administrative/ techno-legal ground by any public authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

Currently running criminal/civil suits against my/ our firm are:

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

Date:

Seal with Signature of the Bidder

NOTE: To be given in ₹. 100/- stamp paper.

CONTRACT FORM

1. A Contract made on day of (Month), 2018 BETWEEN **Odisha State Medical Corporation Ltd. (OSMCL), Bhubaneswar** (hereinafter called "**1st Party**") of the one part AND (**Name & Address of the Supplier**) (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by OSMCL through an open tender invited vide Reference No. OSMC/2018-19/SER-HR/03 dated xx.xx.2018, and accordingly the notification of award was issued vide No.xxxxxxxxxx dated xx.xx.2018 inviting the 2nd Party to execute the contract.
3. And whereas the 2nd Party agreed to supply **Packaging Materials** to OSMCL, Bhubaneswar, as per the provisions in the bid document.
4. And whereas the 2nd Party has deposited the Performance Security of **₹.15,000/- (Rupees Fifteen Thousand)** only vide Pay Order/ Demand Draft No. xxxxxxxxxxxx dt.xx.xx.2018 of _____(Name of Bank and Branch).
5. The period of contract is for one year from 01.xx.2018.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

6. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement -
 - a) the Price Bid submitted by the bidder;
 - b) Submissions and Declarations as part of the bid submitted; and
 - c) the Notification of Award issued by the Corporation under this bid document.
7. In consideration of the payments at the rates as mentioned in **Annexure I**, to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed services in all respects as per the provisions of this contract.

8. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

9. Price

9.1 The rates quoted shall remain unchanged for a period of one year from the effective date of contract.

9.2 However, during the duration of contract, if the market price of any item is found to be lower than the contract price, the agency shall supply the item as per the market price, failing which the Corporation reserves the right to procure the item from open market.

10. Purchase Orders will be placed in a phased manner as per the requirement within the contract period.

11. Payment

11.1 Payment shall be made on monthly basis after completion of full supply as per Purchase Order (s) placed with the agency during that month.

11.2 In case any defect is noticed while using the items, the same will be replaced by the Supplier immediately and no payment will be made for the defective items.

12. Penalty

12.1 Supply of materials should be made within 15 days from the date of issue of a particular Purchase Order, failing which Liquidated Damage will be charged @ 1% per week or part thereof on the value of delayed goods, subject to a maximum of 4% of Purchase Order value, which will be deducted from the payment due.

12.2 If the successful bidder fails to execute the order (all items of the Purchase Order) within 45 days of issue of a Purchase Order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

13. Termination

OSMCL shall have the discretion to terminate the contract at any time by giving 15 days' notice whereupon the agency will immediately cease the provision of the services and submit a bill for the items already supplied as per order/ s up to the date of termination.

14. Discretion of Authority

OSMCL reserves the right:

- a) To cancel the purchase order in the event of unsatisfactory supply/ delay in supply of materials/ supply of inferior goods or non-observance of the relevant clauses of the bid document.
- b) To reject the item under rate contract if it comes to the notice of the authority that the vendor has reduced the sale price, has sold or has offered to sell the same or similar item to any person or organization including Department of Central/ State Government or any central/ state PSU at a price lower than the approved price under the contract with OSMCL.

15. Arbitration

OSMCL and the selected agency will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned. In case of their failure to resolve the dispute/s, the matter will be referred to the Managing Director, OSMCL whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

16. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

For and on behalf of the Agency

For and on behalf of the Corporation

Date:

Date:

1.Witness

1.Witness

2.Witness

2.Witness