



ODISHA STATE MEDICAL CORPORATION LIMITED (OSMCL)

No. OSMC/2018-19/SER-HR/02

Date: 19.06.2018

NOTICE INVITING TENDER FOR SUPPLY OF OFFICE STATIONERY

Odisha State Medical Corporation Limited (OSMCL) invites sealed bids from different firms/ dealers having GST registration for **Supply of Office Stationery** 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. Interested parties may submit their bids super-scribing as **“Tender for Office Stationery 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 12.07.2018** 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: admn.osmcl@nic.in



ODISHA STATE MEDICAL CORPORATION LIMITED (OSMCL)
TERMS AND CONDITIONS FOR SUPPLY OF OFFICE STATIONERY

1. Bids are invited for 3 Packages. Firms/ Agencies will be selected package-wise.
2. Bidders may submit bid for one or more than one Package.
3. **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 for **₹. 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**.
4. Bidders have to submit the cost of bid document for **₹.2,240/-** only even if they submit bids for more than one Package.
5. The cost of bid document and EMD should be submitted separately in separate Demand Draft/ Pay Order.
6. 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.
7. The bids should reach the office of the OSMCL, Bhubaneswar by **12.07.2018 at 4 P.M.** through registered post/ speed post/ courier only 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. **There is no system of receipt of bids through drop box or by hand.**
8. Bidders may be present in persons or through their representative (s) during the opening of bids at **4.30 P.M. on 12.07.2018**.
9. The financial bids of those bidders shall be opened who will qualify in the technical bids.

10. Bid Price:

- a) The bids shall be submitted in 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 Office Stationery in reference to Advertisement No.-----dt.-----"**.
- b) The lists of items along with price formats under each package are placed at **Annexure-I**, which should be filled up and submitted.
- c) The quoted rates shall include all duties & taxes and the bidder's cost towards insurance, packing & forwarding and delivery at OSMCL.
- d) The rates quoted shall remain unchanged for a period of two years from the date of signing of contract.
- e) 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 items from open market.

11. EMD:

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

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

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

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

15. Performance Security:

- a) The successful bidder will submit Performance Security for **₹.10,000/- (Rupees Ten Thousand)** only for **each package** 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 EMD of all the bidders shall be returned after the successful bidder submits the Performance Security. 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 stationery by OSMCL for three years.
- c) The Performance Security of the successful bidder will be returned to the bidder without interest only after successful completion of the contract period.

16. Eligibility Criteria

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

- a) Must have supplied office stationery to at least two Government/ Semi-Government/ Public Sector Undertaking Clients 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 Undertaking Clients during last three 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 copy 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 turnover 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
- Checklist in **Annexure-II**

- Self-attested copy of PAN Card
- Self-attested copy of GST Registration Certificate
- Required cost of bid document
- Required EMD
- Price Bids 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**.

17. Evaluation and Selection

- Evaluation shall be made for each Package separately.**
- The bids shall be evaluated in two stages i.e. (1) evaluation of technical bids and (2) evaluation of financial bids.
- The financial bids of those bidders who will qualify in the technical evaluation shall be opened.
- 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.

18. Award of Contract:

- Contract for a package shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has quoted the lowest rates in maximum nos. of items in that package subject to the condition that the bidder agrees to the lowest quoted rates of other bidders for rest of the items. Otherwise, contract shall be awarded to more than one bidder for the same package on the basis of the item-wise lowest quoted rates for that package.
- In case two or more technically qualified Firms quote the lowest prices in equal nos. (maximum nos.) of items in a package, 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 for

that package subject to the condition that the bidder agrees to the lowest quoted rates of other bidders for rest of the items. Otherwise, contract shall be awarded to more than one bidder on the basis of the item-wise lowest quoted rates for that package.

18.3 Any effort by a bidder to influence the purchaser in its decision on bid evaluation or placement of purchase order may result in rejection of the bidder's offer.

19. Payment:

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

19.2 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.

20. Penalty:

20.1 Supply of materials should be made within 7 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 3% of Purchase Order value, which will be deducted from the payment due.

20.2 If the successful bidder fails to execute the order i.e. supply of all items mentioned in the Purchase Order within 4 weeks of issue of the Purchase Order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

21. 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 stationeries supplied as per order/s up to the date of termination.

22. 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 stationery 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 stationery item to any person or organization including Department of Central/State Government or any central/state PSU at a price lower than the price chargeable under the contract with OSMCL.

23. 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 Managing Director, OSMCL whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

24. Legal Jurisdiction

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

Annexure-I: Financial Bid

Price Format for Package – I

Sl. No.	Name of the Item	Unit	Brand quoted by the Bidder	Unit Rate inclusive of all Taxes (in ₹.)	% of GST included in the Unit Rate
1.	Arch File Card Board with Lever (14" x 10") (EcoWorld/ Saya/ Equivalent)	Pc.			
2.	Arch File Plastic 2-D Ring Binger (25 MM) (Aerotix/Equivalent)	Pc.			
3.	Punchless File A4 size (Word One/ Securex/ Equivalent)	Pc.			
4.	A4 Separator Sheet (8 color Index) (Kolor Nine/ Equivalent)	Pc.			
5.	A4 Separator Sheet (10 color Index) (Kolor Nine/ Equivalent)	Pc.			
6.	A4 Separator Sheet (12 color Index) (Kolor Nine/ Equivalent)	Pc.			
7.	A4 Separator Sheet (20 color Index) (Kolor Nine/ equivalent)	Pc.			
8.	Binder Clip 15 mm (SOI/ Saya/ Best/Infinity/ Equivalent)	Pkt.			
9.	Binder Clip 19 mm (SOI/ Saya/ Best/Infinity/ Equivalent)	Pkt.			
10.	Binder Clip 25mm (SOI/ Saya/ Best/Infinity/ Equivalent)	Pkt.			
11.	Binder Clip 32 mm (SOI/ Saya/ Best/Infinity/ Equivalent)	Pkt.			
12.	Binder Clip 41 mm (SOI/ Saya/ Best/Infinity/ Equivalent)	Pkt.			
13.	Binder Clip 51 mm (SOI/ Saya/ Best/Infinity/ Equivalent)	Pkt.			
14.	Brown Tape for Packing 2" and 50 mtr. (Galaxy/Equivalent)	Pc.			
15.	Calculator 12 Digit with minimum one year warranty (Citizen/ Casio/ Equivalent)	Pc.			
16.	Cello Tape 1" and 50 mtr. (Galaxy/Equivalent)	Pc.			
17.	Cello Tape 2" and 50 mtr. (Galaxy/Equivalent)	Pc.			
18.	Cello Tape 3" and 50 mtr. (Galaxy/Equivalent)	Pc.			

Sl. No.	Name of the Item	Unit	Brand quoted by the Bidder	Unit Rate inclusive of all Taxes (in ₹.)	% of GST included in the Unit Rate
19.	Correction Pen (Luxor/Camlin/Kores/ Equivalent)	Pc.			
20.	Cover File Polly-Coated (Cobra/ Star/ Equivalent)	Pc.			
21.	Envelope A3 Laminated (White/Yellow) (Arihant/ Equivalent)	Pkt.			
22.	Envelope A4 Laminated (White/Yellow) (Arihant/ Equivalent)	Pkt.			
23.	Small Envelope Laminated (White/Yellow) (Arihant/ Equivalent)	Pkt.			
24.	Paper Flag-Coloured (Four Colours) Size 1" x 3" (50 x 4 Colours) (Oddy/ Equivalent))	Pkt.			
25.	Plastic Bottom Folder (Full Scape) with Single Bottom (Aerotix/Equivalent)	Pc.			
26.	L Folder A4 (Saya/Generic/Equivalent)	Pc.			
27.	Gum Stick 15 gm. (Fevistick/ Oddy/ Pidilite/ Kores/ Equivalent)	Pc.			
28.	Highlighter (Luxor/ Kores/ Faber Castell/ Equivalent)	Pc.			
29.	James Clip Plastic Coated (100 Clips) (Diamond/ Equivalent)	Pkt.			
30.	Permanent Marker (Luxor/ Kores/ Faber Castell/ Equivalent)	Pc.			
31.	Pen - MRP Rs.10/- (Blue, Red, Black, Green) (Linc/ Rotomac/Reynolds/Flair/ Equivalent)	Pc.			
32.	Pen - MRP Rs.5/- (Blue, Red, Black, Green) (Goldex/Elkos/ Equivalent)	Pc.			
33.	Pencil (Apsara Platinum, Natraj/ Equivalent)	Pc.			
34.	Pencil Battery AAA MRP Not Less than Rs.12/- (Duracell/ Ever ready/ Equivalent)	Pc.			
35.	Pencil Battery AA MRP Not Less than Rs.12/- (Duracell/ Ever ready/ Equivalent)	Pc.			
36.	Punching Machine – Double (Big) (Kangaro HDP-2320 / Equivalent)	Pc.			
37.	Punching Machine – Double (Small) (Kangaro / Equivalent)	Pc.			
38.	Punching Machine – Single (Big) (Kangaro / Equivalent)	Pc.			

Sl. No.	Name of the Item	Unit	Brand quoted by the Bidder	Unit Rate inclusive of all Taxes (in ₹.)	% of GST included in the Unit Rate
39.	Punching Machine – Single (Small) (Kangaro / Equivalent)	Pc.			
40.	Stapler Big (Kangaro / Equivalent)	Pc.			
41.	Stapler Small (Kangaro / Equivalent)	Pc.			
42.	Sticky Note Pad (3" x 3") (Oddy/Aerotix/ Equivalent)	Pc.			
43.	File Tag (50 Nos.) 5.5" White Thread (Sun/ Diamond/ Equivalent)	Pkt.			
44.	Writing Pad 5 Subject, Pages 300, Size 14 x 21.6 CM Spiral (Luxor/Solo/Equivalent)	Pc.			
45.	Writing Pad 160 Pages 70 GSM Spiral, Size 14 x 21.6 CM Single Ruled (Luxor/Solo/Equivalent)	Pc.			
46.	Writing Pad Spiral 1/6 (100 Pages) (Luxor/Solo/Equivalent)	Pc.			
47.	Writing Pad General 70 GSM 40 Pages (Luxor/Solo/Equivalent)	Pc.			
48.	Hard Board File with Lace (Cobra/Equivalent)	Pc.			
49.	Copier Paper Legal Size 75 GSM - 500 Sheets (JK/ Bilt/ equivalent)	Pkt.			
50.	Copier Paper A4 70 GSM – 500 Sheets (JK/ Bilt/ equivalent)	Pkt.			
51.	Copier Paper A4 75 GSM – 500 Sheets (JK/ Bilt/ Equivalent)	Pkt.			
52.	Calling Bell Cordless with Remote (Cona/ Equivalent)	Pc.			
53.	Ceiling Fixture LED Light 28 Watt (Phillips/ Havells/ Cisco/ Equivalent)	Pc.			
54.	Ceiling Fixture LED Light Driver (Phillips/ Havells/ Cisco/ Equivalent)	Pc.			
55.	LED Tube Light 36W (Phillips/ Havells / Cisco/ Equivalent)	Pc.			
56.	LED Tube Light (Choke) (Phillips/ Havells/ Cisco/ Equivalent)	Pc.			
57.	LED Tube Light (Starter) (Phillips/ Havells/ Cisco/ Equivalent)	Pc.			

I/We agree to supply the above items as per specification for a period of two years from the date of signing of contract with the price mentioned above and the price will remain unchanged for a period of two years. In case the market price of any item is less than the above quoted price, we undertake to supply the items as per the market price.

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

Date:

Seal and Signature of the Bidder

Place:

Name & Business Address:

Price Format for Package – II

Sl. No.	Name of the Items	Unit	Brand quoted by the Bidder	Unit Rate inclusive of all Taxes (in ₹.)	% of GST included in the Unit Rate
1.	Toner/Printer Cartridge Black for HP LaserJet Pro M128fn	Pc.			
2.	Toner/Printer Cartridge Black for Ricoh Printer (mp 250 1L)	Pc.			
3.	Toner/Printer Cartridge for HP Color LaserJet Pro M252n	Pc.			
4.	Toner/Printer Cartridge for HP LaserJet Pro P1106	Pc.			
5.	Toner/Printer Cartridge for HP LaserJet 1020 Plus	Pc.			
6.	Toner/Printer Cartridge for HP LaserJet Pro P1606dn	Pc.			
7.	Toner/Printer Cartridge for HP LaserJet Pro M202dw	Pc.			
8.	Toner/Printer Cartridge for HP LaserJet Pro M226dw	Pc.			
9.	Pen Drive (8 GB Capacity) (Transcend/Moserbaer/SanDisk/Sony/HP/equivalent)	Pc.			
10.	Pen Drive (16 GB Capacity) (Transcend/Moserbaer/SanDisk/Sony/HP/equivalent)	Pc.			
11.	Pen Drive (32 GB Capacity) (Transcend/Moserbaer/SanDisk/Sony/HP/equivalent)	Pc.			
12.	Portable Hard disk drive with cover: [(1 TB capacity, USB connectivity, Features: USB powered, increase transfer speeds easily by upgrading to thunderbolt technology or fire wire 800, easy plug and play backups, dedicated backup software. Form Factor:- Portable and OS supported: Window: XP SP3 (32-bit and 64-bit)]	Pc.			
13.	Portable Hard disk drive with cover: {(2 TB capacity, USB connectivity, Features: USB powered, increase transfer speeds easily by upgrading to thunderbolt technology or fire wire 800, easy plug and play backups, dedicated backup software. Form Factor:- Portable and OS supported: Window: XP SP3 (32-bit and 64-bit)}	Pc.			

I/We agree to supply the above items as per specification for a period of two years from the date of signing of contract with the price mentioned above and the price will remain unchanged for a period of two years. In case the market price of any item is less than the above quoted price, we undertake to supply the items as per the market price.

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

Date:

Seal and Signature of the Bidder

Place:

Name & Business Address:

Price Format for Package - III

Sl. No.	Name of the Items	Unit	Unit Rate inclusive of all Taxes (₹.)	% of GST included in the Unit Rate
1.	OSMCL logo printed fly leaf (Minimum order at anytime – 500 pcs.) (Cloth pasting, 22 kg. imported file board)	Pc.		
2.	OSMCL logo printed small envelope (11"x 5") (Minimum order at anytime – 500 pcs.) (90 gsm maplitho paper)	Pc.		
3.	OSMCL logo printed A4 size laminated envelope (Minimum order at anytime – 500 pcs.)	Pc.		
4.	OSMCL logo printed A3 size laminated envelope (Minimum order at anytime – 500 pcs.)	Pc.		
5.	OSMCL logo printed letter head (Minimum order at anytime – 500 pcs.) (100 gsm bond paper)	Pc.		
6.	OSMCL logo printed stock ledger (500 pages) (Minimum order at anytime – 100 pcs.) [Inner 90 gsm maplitho paper, black & white print, Index – 6 pages, extra black & white print, 36 no. imported board binding, multi coloured print cover (Matt lamination), green colour canvass binding]	Pc.		
7.	OSMCL logo printed Letter Dispatch/ Receipt Register (250 pages) (Minimum order at anytime – 4 pcs.) (70 gsm maplitho paper)	Pc.		
8.	OSMCL logo printed sticker labels (13 cm X 8.5 cm) (Minimum order at anytime – 500 pcs.)	Pc.		
9.	OSMCL logo printed sticker labels (30 mm X 10 mm) (Minimum order at anytime – 500 pcs.)	Pc.		
10.	OSMCL logo printed sticker labels (70 mm X 20 mm) (Minimum order at anytime – 500 pcs.)	Pc.		
11.	OSMCL logo printed sticker labels (50 mm X 15 mm) (Minimum order at anytime – 500 pcs.)	Pc.		
12.	OSMCL logo printed 1 st page note sheet (Minimum order at anytime – 1,000 pcs.) (Legal size – 90 gsm maplitho paper, both side multi colour print)	Pc.		

Sl. No.	Name of the Items	Unit	Unit Rate inclusive of all Taxes (₹.)	% of GST included in the Unit Rate
13.	OSMCL logo printed 2nd page note sheet (Minimum order at anytime – 1,000 pcs.) (Legal size – 90 gsm maplitho paper, both side multi colour print)	Pc.		
14.	Visiting Card (Minimum order at anytime – 100 pcs.) (Handmade paper, 300 gsm)	Pc.		
15.	Peon Book (100 pages) (21 cm x 17 cm) (Minimum order at anytime – 10 pcs.)	Pc.		

I/We agree to supply the above items as per specification for a period of two years from the date of signing of contract with the price mentioned above and the price will remain unchanged for a period of two years. In case the market price of any item is less than the above quoted price, we undertake to supply the items as per the market price.

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

Date:

Seal and Signature of the Bidder

Place:

Name & Business Address:

Annexure-II

CHECKLIST

Sl. No.	Name of Document	Submitted (Yes/ No)	Page No.
1.	Cost of bid document		
2.	Earnest Money Deposit (EMD)		
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		
6.	Price Sheet as per price format		
7.	Self-attested proof copies of past experience during the financial years 2015-16, 2016-17 & 2017-18		
8.	Declaration in ₹.100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority		

Seal and 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 and Signature of the Bidder

Place:

Name and Address 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 and Signature of the Bidder:
Date:**

Signature of Auditor/ Chartered Accountant

Membership No.:

Seal:

Declaration

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

I/We _____ have carefully read the tender 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)

Seal and 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 issued vide Reference No. OSMC/2018-19/SER-HR/02 dated 19.06.2018, and accordingly the letter of award was issued vide No.xxxxxxxxxx dated xx.xx.2018 inviting to execute the contract.
3. And whereas the 2nd Party agreed to supply **Office Stationery** to OSMCL, Bhubaneswar, as per the provisions in the bid document.
4. And whereas the 2nd Party has deposited the Performance Security of ₹. _____ (**Rupees** _____) only vide DD No. xxxxxxxxxxxx dt.xx.xx.2018 of _____(Name of Bank and Branch).
5. The period of contract is for two years from the date of signing of contract.

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, viz.:
 - a) the Price Bid submitted by the bidder;
 - b) Submissions and Declarations as part of the bid submitted; and
 - c) the Purchaser's Notification of Award.
7. In consideration of the payments at the rates as mentioned in **Annexure xxxx**, 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. Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

10. Price

- 10.1 The rates quoted shall remain unchanged for a period of two years from the date of signing of contract.
 - 10.2 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 items from open market.
11. Purchase Orders will be placed in a phased manner as per the requirement within the contract period.

12. Payment

- 12.1 Payment shall be made on monthly basis after completion of full supply as per Purchase Order (s) placed with the agency during that month.
- 12.2 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.

13. Penalty:

- 13.1 Supply of materials should be made within 7 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 3% of Purchase Order value, which will be deducted from the payment due.
- 13.2 If the successful bidder fails to execute the order (all items of the Purchase Order) within 4 weeks of issue of a Purchase Order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

14. 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 stationeries supplied as per order/ s up to the

date of termination.

15. 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 stationery 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 stationery item to any person or organization including Department of Central/State Government or any central/state PSU at a price lower than the price chargeable under the contract with OSMCL.

16. 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 Managing Director, OSMCL whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

17. 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