# OFFICE OF THE DIRECTOR PROJECT ODISHA CELL (Arch.), ODISHA 1st FLOOR SANSKRUTI BHAWAN, BHUBANSWER-14, ODISHA 

## TENDER DOCUMENTS

NAME OF THE WORK: Supply of K.B Bricks for Project Odisha Cell(Archaeology), Bhubaneswar-14 During the Year 2014-15

## OFFICE OF THE DIRECTOR PROJECT ODISHA CELL (Arch.), ODISHA 1st FLOOR SANSKRUTI BHAWAN, BHUBANSWER-14, ODISHA

Bid ID No. $\qquad$ No. $\qquad$
Dt.

## Tender Call Notice

The Director on behalf of Governor of Odisha invite sealed tenders from the reputed manufacturer or their authorized manufacturer having registration under VAT Act for procurement of 'K.B. bricks for Odisha State Archaeology, Project Odisha Cell, Bhubaneswar-14 as detailed below.

| Sl. <br> No. | Description of Materials | Qnty. | Estimated Cost put to Tender | EMD | Cost of Tender/ Quotation Paper Rs. | Period of delivery of Material |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | Supply of K.B.Bricks size $23 \times 11 \times 3 \mathrm{~cm}^{2}$ | As detailed in Tender Document | Rs.6,93,600/- | Rs.7000/- | $\begin{aligned} & \text { Rs. 2,000/- } \\ & +5 \% \text { VAT } \\ & \text { Non- } \\ & \text { refundable= } \\ & \text { Rs.2,100/- } \end{aligned}$ | Within six month from the date of issue of supply order |

The above items are to be delivered as ex-kiln site.

1. Tender documents containing terms and conditions with detail specification of the K.B.Bricks Materials can be obtained from the Office of the Superintendent (Archaeology), Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14 during office hours on any working day from Dt. 01.12.2014 to Dt. 10.12.2014. on payment Rs. $2000+5 \%$ VAT in cash or in shape of A/C Payee Demand Draft from any Nationalized Bank drawn in favour of 'Project Co-ordinator, Project Odisha Cell’ Odisha, Payable at Bhubaneswar.
2. Sealed items wise Tender will be received in the office of the Superintendent (Archaeology), Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14 up to 01.00 PM of Dt. 15.12.2014. and will be opened at 04.00 PM on the same day in presence of the bidders of Their Authorized representative in case the office happens to be closed on the last date of receipt and opening of the tender as mentioned above, the tender will be received and opened on next working date at the same venue as fixed.
3. All communication shall be made to The Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14.
4. The tender has to submit self attested copies of manufacturing license / Agency Certificate, valid VAT clearances in form No. 612/CST Clearance Certificate, copy of PAN Card. The EMD is to be submitted in shape of NSC / post office time Deposit A/C/ Deposit receipt of schedule Nationalized Bank draft pledged in favour of The Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14, failing which it shall be treated as non-responsive.
5. The undersigned reserves the right to accept or reject any or all tender in full or part without assigning any reason thereof.
6. Tender must be delivered in the tender box having identification No. POC (A)ST 1/2014 Dt......

Project Co-ordinator, Project Odiah Cell (Arch)

Bhubaneswar-14
Odisha

Memo No. POC (A) Dt.
Copy with CD forwarded to the Manager, Publication, Information \& Public Relation Department, Bhubaneswar for information and necessary action.

He is requested to take necessary steps to publish the above tender call notice at I \& PR rate in two local Odia News Paper / One English daily newspaper as per Govt. circular amendment vide Works Department No. 17823 Dt. 11.10.2006 for wide circulation of the Notice as the bid value is Rs. 50 Lakhs (approx) with a complimentary copy to the undersigned.

Project Co-ordinator, Project Odisha Cell (Arch) Bhubaneswar-14

Odisha

Memo No......... POC (A) Dt......
Copy forwarded to the Luminous Infoways, Bhubaneswar for information with a request to upload the matter in the Culture Department Website www.orissaculture.gov.in

Project Co-ordinator,
Project Odisha Cell (Arch)
Bhubaneswar-14
Odisha

## No.

 / Dt.Issued in favour of

## M/S

$\qquad$

Director
Project Odisha Cell (Arch)
Bhubaneswar-14
Odisha

# OFFICE OF THE DIRECTOR PROJECT ODISHA CELL, ODISHA <br> $1^{\text {st }}$ FLOOR, SANSKRUTI BHAWAN, BHUBANESWAR-14, ODISHA 

Detailed Tender Call Notice For

|  |  |  |
| :--- | :--- | :--- |
| Rs. $\quad$ (Rupees $\quad$Cost <br>  <br>  <br> ) only. |  |  |
|  |  |  |
|  |  |  |
| (NON- REFUNDABLE) |  |  |

Director
Project Odisha Cell (Arch)
Bhubaneswar-14
Odisha

## TO BE SIGNED BY THE TENDERER

To,
Director,
Project Odisha Cell (Arch)
Bhubaneswar-14
Odisha.

Dear Sir,

1. Having examined the specification enclosed together with the conditions therein, we hereby offer our rate covered therein complete in all respects attached contract schedule of price.
2. We hereby under take to complete the supply within time specified in the schedule.
3. We hereby certify that we have gone through all general conditions we agree to abide by all them.
4. We hereby guarantee for the particulars entered in the schedule attached to the specification.

Encl.: Detailed Tender Document \& Schedule.

Yours Faithfully

Signature :
Date :
Place :

## DETAIL TENDER CALL NOTICE (DTCN) / GENERAL TERMS AND CONDITIONS FOR INVITATION OF TENDER FOR PROCUREMENT OF K.B BRICKS MATERIALS DURING THE YEAR 2014-15


#### Abstract

1. Sealed tenders are invited from the reputed Manufacture or their authorized distributors / dealers having registration under VAT act for Procurement of steel K.B Bricks Materials with accessories for the Project Odisha Cell, Bhubaneswar.

\section*{2. COST OF TENDER DOCUMENT :} a. By hand Rs. $2000+5 \%$ VAT (Non-refundable) by cash or in shape of A/C payee Bank Draft from any Nationalized Bank drawn in favour of the Director, Project Odisha Cell, Bhubaneswar, Odisha during office hours on any working day at the office of The Director, Project Odisha Cell, Bhubaneswar, Odisha.


3. Time Schedule :-

Date to sale of tender document : From 01.12.2014 to 10.12.2014

Last date of submission of Tender

Date of opening of tender document : on dt. 15.12.2014 At 04.00PM

Last date of supply of KB. Bricks : within six months from date of issue Of Supply Order

Release of payment
: After successful supply, and Demonstration of the concerned Materials \& as per clause-9 of DTCN.

Signature with Seal of Supplier

Signature of Seal
Director, project Odisha Cell
4. SPECIFICATION : The Materials / Masonry supplied should be genuine \& of specific make as mentions in the Tender Schedule and also as per the detailed Technical Specification. (Annexure-1).
5. SUBMISSION OF TENDER : The tender shall contain documents as per AnnexureII. The tender should be submitted in two sealed envelope one is (Technical Bid) \& other is Price Bid, clearly super scribing there on 'TENDER FOR PROCUREMENT OF KB Bricks DURING THE YEAR 2014 DUE FOR OPENING ON Dt.. at 04.00 PM.
6. PERFORMANCE STATEMNT: The tender shall submit their experience towards supply of the machineries \& Materials for last 3 years in the performance statement format in Annexure-III
7. Conditional tender shall be rejected.
8. DEVELVERY OF GOODS / CONSIGNEE: All the Materials shall be delivered at ex-brick in good condition as decided by The Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bubaneswar-14, with a Laboratory Test Certificate.
9. PAYMENT TERMS \& PERFORMANCE SECURITY: Payment to the successful Tenderer shall be made only after items are received in good condition as per conditions stipulated in the Tender documents along with required documents in support of Bills. $90 \%$ of the Bill Amount shall be released after successful commissioning \& Operation of the system \& $10 \%$ of the Bill amount shall be retained towards 'Performance Security \& This amount can be released on production of Bank Guarantee (in the Performance Security Format in Annexure-IV) fort equal amount issued by any Nationalized Bank at Bhubaneswar, which will remain valid up to three months beyond the Guaranty / Warranty period. The proceeds of the performance Security shall be payable to the purchaser as Compensations for any loss resulting from Supplier's failure to complete its obligations under the contract.
10. PAYING AUTHORITY : The Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14 shall be the paying authority.
11. VALIDITY : The price quoted in the bid shall be valid for 90 days from the date of opening of the Bid / Tender.
12. The Bidder is to furnish an affidavit at the time of submission of bid about the Authentication of bid documents including Bank Guarantee.

## Signature with seal

of Supplier

## Signature with seal of

Director, Project, Odisha Cell
13. WATTANTY / GUARNTY : The goods shall be covered with warranty / guaranty for a minimum period of 12 months from the dare of supply. The firm shall provide prompt after sales services \& attend to the complaints within a week to prevent disruption of work in the laboratory and the firm shall visit at least three times during the warranty / guarantee period. The Tenderer has to rectify in the items supplied within of issue of intimation during the Warranty / Guaranty period failing which an amount of one percent of performance security will be forfeited per day of Delay. In case of any breakdown during warranty period, the period of Warranty shall get extended for the period for which materials / Machinery Remained out of service. Guarantee / Warrantee Bond shall be furnished in The format Annexure-V.
14. ACEEPTANCE : The tenderer should sign on each page of bid document with seal as a token of acceptance of all terms \& condition of the bid documents.
15. Price : a). The price quoted shall be inclusive of all required accessories, b). The rate / price quoted should be include Excise duty, Entry tax, sales Tax / Octroi or any other taxes as applicable and will also be inclusive, demonstration, insurance and any other incidental charges.
16. E.M.D - The firms participating the tender is required to submit earnest money (EMD)@ $1 \%$ of Bid value in shape of NSC / Post office saving pass book account / post office time deposit account / Deposit receipt scheduled Nationalized Bank duly pledged in favour of the Director, Project Odisha Cell, $1{ }^{\text {st }}$ Floor, Sanskruti Bhawana, Museum Complex, Kalpana Square, Bhubaneswar-14 failing which the tender shall be summarily rejected. The EMD shall be returned to unsuccessful tenders at the earliest after expiry of the final Bid validity period and latest by the $30^{\text {th }}$ day after award of the contract. In the event of failure to execute the supply order or violation of terms and conditions, the EMD of successful bidder shall be forfeited.
17. PURCHASER'S RIGHT : The purchaser is having the right to accept / reject any or all tenders at any time without assigning any reason thereof.
18. AWARD OF CONTRACT : Supply order shall be placed with successful bidders. As a token of acceptance, the supplier shall return one copy of the supply order out of the two copies sent within a week of receipt of the supply order.
19. FRAUD AND CORRUPT PRACTICE : The tenderer should not adopt any corrupt and fraudulent practice to get the tender in his favour. Any efforts by the Bidder or his agent to influence the purchaser may result in the rejection of his bid and forfeiture of Bid security (EMD).

## Signature with seal <br> Of supplier

Signature with seal of Director, Project Odisha, Cell

20. BID LANGUAGE \& CURRENCIES :All information in the offer \& all correspondences \& documents. Printed, literatures furnished by the bidder should be written in English. The quoted price shall be Indian Rupees only.
21. PENALTY:
A. The firm is required to deliver the materials within the period specified in the supply order. If supply is not completed within the stipulated delivery period, the firm shall be liable to pay a penalty of $1 \%$ (one percent) per week of the value of the accepted Bid as the 'liquidated damage' till the equipments remaining undelivered after the due date subjected to a maximum penalty of $10 \%$. The amount shall be deducted from their bill or security deposit.
B. The delivery will not be considered complete until the supplier shall have removed all rejected / damaged materials and shall have the approved materials attached or placed in position as may be pointed out.
C. The materials shall remain at the risk of the supplier till the date for final acceptance by the competent authority.
22. INSURANCE : The Insurance of materials covered under this specification should be done at the supplier's own risk. The responsibility of delivery of materials at destination in good condition rests with the supplier. Any claim with the Insurance company or Railway authorities arising due to loss or damage in transit has to be settled by the supplier. The firm shall undertake free replacement of materials damaged or lost on transit which will be reported to the supplier within 15 (fifteen) days of receipt of materials.
23. SETTLEMENT OF DISPUTE: The purchaser and the supplier shall make every to resolve amicably any disagreement or dispute arising between them in connection with the contract. However, if the parties failed to resolve such a dispute of difference amicably, and law suit if any arising out of this contract are subject to the jurisdiction of High Court of Odisha only.
24. PRODUCTION FACILITY \& AFTER SALES SERVICE FACILITY :The tenderer should have comprehensive production facility, after sales service facility etc, to ensure smooth after sales service.
25. QUALIFIED AND TRAINED CUSTOMER SUPPORT STAFF: The tenderer should possess qualified and trained customer support staff with ample experience in the required filed, they should impart necessary training to our personal for operation of equipment supplied.

## Signature with seal of Supplier

Signature with seal Director, Project Odiah Cell

26. The Tenderer shall not raise any claim in any manner after Bill amounts are cleared against the purchase order.
27. CATALOGUES AND LEAFLETS : The tenderer shall submit detail specification, make, model and brand of required machine / equipment supported with Technical Literature / leaflet as per tender schedule along with tender documents.
28. The approved tenderer shall furnish the operation manual along with the machine / materials.
29. AGRMMENT : The accepted tenderer shall have to sign an agreement with the department in the appropriate from (ANNEXURE-VI).
30. SUBLET : The tenderer / supplier shall not sublet whole or part supply without written consent of the Department.
31. INITIAL SECURITY DEPOSIT : In case of accepted tender, the firm / supplier will deposit $2 \%$ of the accepted tender value in shape of fixed term deposit of any Nationalized Bank account only duly pledged in favour of the Director, Project Odisa Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar14 as security. The earnest money already deposited along with the tender will be adjusted towards the above security and the tenderer will deposit the balance account. If the tenderer fails to deposit the balance security and to execute the agreement within the stipulated date, the EMD already deposited will stand forfeited.
32. In case of any dispute between the Tenders and the Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14 regarding interpretation of Tender Document conditions. The decision of the Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14 be finafl andbinding.
33. In case the Authorized Dealer of a Manufacture quoting rate of executing supply on behalf of the Manufacture, the Agent/Deale should produce agency / dealership certificate from the Principal manufacture in support of such claim.
34. The intending bidders are requested to produced documents viz. original copy of PANCHAYATI RAJ, TIN, Agency, Dealership Certificate, copy of VAT clearance certificate and other relevant and original documents as may be required for verification purpose within 3 working days from the date of opening of the tender.
35. Rates may be quoted for individual items in the Tender for placing order items wise, if necessary. The Authority reserves the right to purchase whole or part of the items as required. The Authority shall not be bound to accept the lowest or any other Tender.

## Signature with Seal of Supplier

Signature with Seal<br>Director, Project Odisha Cell

36. For any other information regarding specification, clarification \& Meaning of any clause before submission of the tender, the Firm is at liberty to ask for clarification from the Director, Project Odish Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14.
37. No tender will be entertained if submitted in any other / format except the Approved Tender Schedule.
38. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
39. All the above terms \& conditions shall be part of the Agreement.

Total 39 (thirty nine) items only.

## TO BE SIGNED BY THE TENDERER

## 1. Name of the Firm <br> Signature <br> Date <br> Director <br> Place <br> Project Odisha Cell Bhubaneswar

Approved

## Superintendent

Odisha State Archaeology
Project Odisha Cell

## Bhubaneswar

Director
Project Odisha Cell
Bhubaneswar

## ANNEXURE -I <br> DETAILED TECHNICAL SPECIFICATION

Supply of K.B. brick with all cost and taxes etc.

All complete as directed

| Sl. <br> No. | Description \& Sepcil | Unit |
| :--- | :--- | :--- |
| 1 | Supply of K.B Bricks of Size $23 \times 11 \times 8 \mathrm{~cm}$ <br>  <br>  <br> Having <br>  <br>  <br> $75 \mathrm{~kg} / \mathrm{cmxcm}$ <br> Crushing <br> including all taxes, royalities etc. all complete as <br> directed. |  |

Above items are to be delivered at ex-kiln site

Submitted for kind Approval
Approved

## Superintendent

Odisha State Archaeology
Project Odisha Cell

## Bhubaneswar

## ANNEXURE -II DOCUMENTS TO BE SUBMITTED WITH THE TENDER

1. Money receipt towards Cost of Tender paper in case of Tenderer who purchases the Tender paper from office.
2. Tender document duly signed in each page with seal as a token of acceptance of all terms \& conditions of tender documents. (As per DTCN Clause-14)
3. Detail Specification along with leaflet \& literature of Machineries \& materials. (As per DTCN Clause-27)
4. Required EMD in proper from. (As per DTCN Cluse-16)
5. VAT / CST registration \& clearance certificate. (As per DTCN Clause-I)
6. Copy of PAN, TIN Certificate. (As per DTCN Clause-34)
7. Agency / Dealership Certificate from Principal Manufacture. (As per DTCN Clause-33)
8. Performance statement as per Annexure-III, (As per DTCN Clause-6)
9. Affidavit of authenticity of document submitted. (As per DTCN Clause-12)
10. Copy of any other relevant document, as outline in the DTCN.

Signature of the tenderer

## Submitted for kind Approval

## Superintendent

Odisha State Archaeology
Project Odisha Cell

## Bhubaneswar

## ANNEXTURE-III

## PERFORMANCE STATEMENT

(For last 3 years)
LIST OF CLIENT/GOVT DEPTS TO WHOM/MATERIALS SUPPLIED

| SL.NO. | Organisation <br> To whom <br> Supplied. |  <br> Ordered | Equipments <br> Orders | Value of <br> Orders | Proofrrat of <br> trouble freee <br> Organisation <br> torr whom <br> Equipments <br> Supplied to <br> be furnished |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |  |  |

Signature of the tenderer

Submitted for Kind Approval

Superintendent
Odisha State Archaeology
Project Odisha Cell
Bhubaneswar

Approved

## Director

Project Odisha Cell(Arch.)
Bhubaneswar

ANNEXURE -IV
Model Bank Guarantee Format for performance Security (Ref. : Para 22 (i))
To,
The Governor of Odisha,
Where as $\qquad$ (Name and address of the supplier (hereinafter called the 'supplier') has undertaken, in pursuance of contract and services) (herein after called '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 $\qquad$ (amount of the guarantee words \& figures) and we undertake to pay you, up on your first written demand declaring the supplier to be in default under the contract and without your needing to proved or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that the 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 until the $\qquad$ day of $\qquad$ 20

Our $\qquad$ branch at $\qquad$ (Name \& Address of the branch) is liable to pay the guaranteed amount depending on the filling the claim and any part thereof under this Bank Guarantee only and only $\qquad$ branch on or before dt. $\qquad$ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.
(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal Name \& address of the Bank and address of the Branch.

## ANNEXURE-V

## GUARNTEE/WARRANTY BOND

We hereby declare that the/materials sold to the department under this contract shall of the best quality (and workmanship) shall be strictly in accordance with the specification and particulars contained/mentioned in the

Purchase order No. dt. And leaflet submitted by us and hereby guarantee that the said machines/materials would continue to confirm to the description and quality aforesaid for a period of $6(\mathrm{Six})$ months form the date of delivery of the same the culture Department that not withstanding the facts that the Culture Department may have inspected and/or approved. This said /materials if during the aforesaid 6(six) months. The said/materials be discovered not to confirm to the description and the quality of the aforesaid and have deteriorated, the decision of the POC(Arch.) Department in this behalf will be final and conclusive and the POC(Arch.)Department reserves the right to reject the said machines/materials of such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection of goods shall apply. We shall if not called upon to do replace the machines/materials or such portion thereof is rejected by this purchase, otherwise, we shall pay the purchaser such damages as may rise by reasons of breach of condition herein contained.

If the machine/materials supplied either do not properly of efficiently, we will replace the same free of cost.

In the event of any complaint, the defective/materials supplied to the Director, Project Odisha Cell, $1^{\text {st }}$ Floor, Sanskruti Bhawan, Museum Complex, Kalpana Square, Bhubaneswar-14. Or, his nominee shall investigate and determine whether the materials are defective and if so any damage has also been caused by it, we shall accept in such cases the decision of the department, Superitendent, Odiha State Archaeology, Project Odisha Cell, Bhubaneswar in-charge as final and binding.

Signature with seal of the Supplier

## Submitted for Kind Approval

Superintendent
Odisha State Archaeology
Project Odisha Cell
Bhubaneswar

## Approved

Director Project Odisha Cell(Arch.) Bhubaneswar

Erasing.
Overwriting....
Insertation......

## TENDER SCHEDULE

NAME OF THE WORK: Procurement of K.B Bricks for the P.O.C(Arch.) under the Control of Superitendent, Project Odisha Cell(Arch.) ,Odisha, Bhubaneswar-14.

| Sl. <br> No | Description of Materials | Qnty | Unit | Rate in <br> Rupees(in <br> figure) as <br> per clause <br> 15 of <br> DTCN | Rate in <br> Rupees(in Words) as per clause 15 of DTCN | Amount <br> in Rupees |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1. | Supply of K.B Bricks of Size $23 \times 11 \times 8 \mathrm{~cm}^{2}$ Having Crushing strength not less than $75 \mathrm{~kg} / \mathrm{cmxcm}$ with dimensional tolerance $\underline{\mathbf{2} \%}$ including all taxes, royalities etc. all complete as directed. | 200000 <br> Nos | Each <br> 1000 <br> Nos |  |  |  |

Signature of the Tenderer
(With Address)

## ANNEXURE-VI

## AGREEMENT FOR SUPPLY OF/MATERIALS DURING THE YEAR 2014-15

This Agreement made this................Day of................ 2014 between M/S.....................\& Co Ltd. Having registered office at the state of $\ldots . . . . . . . . . . . . . . . . . . . . . . . . .(h e r e i n ~ a f t e r ~ c a l l e d ~ t h e ~ ' S u p p l i e r ' ~ w h i c h ~ e x p r e s s i o n ~ s h a l l, ~ u n l e s s ~$ excluded in the subject or, contex, include the heirs, Successors, legal representatives, and permitted assigns) of the one part.

## \&

The Governor of Odisha of Odisha (herein after called the 'Governor' which expression shall, unless excluded in the subject or context, include the heirs, successors, legal representatives, and permitted assigns) of the other part.

## NOW THESE PRESENT WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

1. That the time shall be essence of the contract and the supplier shall supply the goods in the schedule completely so as to make delivery $\qquad$ .(Place) on or, before the date $\qquad$ .failure to do which will entitle the Governor to rescind the contract immediately.
2. That the good shall be of the specifications and price mentioned against each.Any variation on inspection will entitle the Governor to refuse the consignments either in whole or, in part, as the case may be, the whole, if the part tenders it useless.
3. That the goods be inspected at $\qquad$ ..(Place) in the presence of the officers of both parties duly authorized in that behalf on a day fixed in a notice by either of the parties, provided such day is not postponed for more than a period of two months after the date given in the notice. Defult by the Supplier shall disentile him to raise any objection subsequently to the result of inspection made by the Governor in his absence and claim any compensation on that account.
4. The Supply of Materials shall be deemed to be complete only after final approval of the officer duly Authorised of inspection whose decision shall be final and in case of Machineries, which would successful test of working.
5. This shall be read with terms \& conditions outlined in the Detail Tender Call Notice (DTCN), which is a part of this Agreement.

## SCHEDULE OF/MATERIALS

| Name of Materials | Specification with number <br> \& make | Price agreed |
| :--- | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# IN WITHNESS WHERE OF the parties here to have signed this deed this day of. mentioned against the 

Signature of each in the presence of.

## WITNESS

## Supplier

The above Tender is hereby accepted by me on behalf of governor of Odiha
Dated the $\qquad$ .day of. . 20

## Director

Project Odisha Cell(Arch.)
Bhubaneswar

Erasing........
Overwriting....
Insertation.....

## TENDER SCHEDULE

NAME OF THE WORK: Procurement of K.B Bricks for the P.O.C(Arch.) under the Control of Superitendent, Project Odisha Cell(Arch.) ,Odisha, Bhubaneswar-14.

| SI. <br> No | Description of Materials | Qnty | Unit | Rate in Rupees(in figure) as per clause 15 of DTCN | Rate in Rupees(in Words) as per clause 15 of DTCN | Amount in Rupees |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1. | Supply of K.B Bricks of Size $23 \times 11 \times 8 \mathrm{~cm}^{2}$ Having Crushing strength not less than $75 \mathrm{~kg} / \mathrm{cmxcm}$ with dimensional tolerance $\mathbf{+ 2 \%}$ including all taxes, royalities etc. all complete as directed. | 200000 Nos | Each 1000 <br> Nos |  |  |  |

Signature of the Tenderer (With Address).

