



Dept. of Fisheries and Animal Resources Development, Govt. of Odisha
OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK,
KHAPURIA, CUTTACK – 753 010, ODISHA
An ISO 9001:2015 Certified Unit
E-Mail – jdfsbctc@gmail.com Tel. No. – 0671-2344532

No.....2072...../FSB

Date. 03-11-2021

NOTICE INVITING TENDER

Sealed tenders are invited from reputed Firms/ Suppliers registered under GST in two part bid for supply of Liquid Nitrogen (LN2) at seven different locations in Odisha for the year 2021-22. A complete set of Tender Papers containing the details of item with specifications, terms and conditions will be available at office of the Joint Director, Frozen Semen Bank, Khapurua, Cuttack from 05.11.2021 to 25.10.2021 up to 12 O' Clock on working days within office hours on payment of non-refundable fees of **Rs.11800/-** (Rupees Eleven thousands Eight hundred only) by cash / Demand Draft, which includes cost of tender paper at Rs.10000/- + GST @18% i.e.Rs.1800/-.The sealed tender will be received from 05.11.2021 to 25.11.2021 up to 01.00PM. The tender papers can also be downloaded from web site <http://odishaahvs.nic.in/www.cuttack.nic.in/www.olrds.com> and submitted along with the above cost in shape of bank draft drawn in favour of **"The Joint Director, Frozen Semen Bank, Khapurua, Cuttack"** payable at **SBI Kalyaninagar Branch, Cuttack.** Tender papers downloaded and submitted without the cost of the tender paper shall be liable for rejection. The Tender (Technical bid) will be opened on 25.11.2021 at 03.00PM & Financial bid will be opened on 29.11.2021 at 11.00AM in the Chamber of the Joint Director, Frozen Semen Bank, Cuttack.


Joint Director

Frozen Semen Bank, Cuttack

OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK
KHAPURIA, CUTTACK - 753010

TENDER FOR SUPPLY
OF
LIQUID NITROGEN

FOR THE YEAR 2021-22

TENDER FORM & TENDER DOCUMENTS

Date of commencement for sale of Tender Papers	Dt.05.11.2021 (11.00 AM)
Last date & time for sale of Tender Papers	Dt.25.11.2021 (Up to 12 O' Clock)
Last date & time for receipt of Tender (Technical bid and Financial bid in separate sealed covers)	Dt. 25.11.2021 (Up to 01.00 PM)
Date and time of opening of Tender (Technical Bid)	Dt. 25.11.2021 at 03.00 PM
Date and time of opening of Tender (Financial Bid)	Dt. 29.11.2021 at 11.00 AM

RECEIPT OF TENDER PAPERS
PLACE OF OPENING OF TENDER
ADDRESS FOR COMMUNICATION

} OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN
BANK
KHAPURIA, CUTTACK – 753010



GOVERNMENT OF ODISHA
Directorate of Animal Husbandry and Veterinary Services Odisha, Mangalabag, CUTTACK – 753001

The Joint Director, Frozen Semen Bank, Cuttack (herein after referred as "JOINT DIRECTOR") invites sealed Short tender in the prescribed forms from the Manufacturers / Authorized distributors (herein after referred as "Tenderer") having valid manufacturing license, GST number, or as per tender conditions, for supply of LIQUID NITROGEN to the Joint Director, Frozen Semen Bank, Khapurua, Cuttack, for the year 2021-22 F.O.R. at destination points as per Table – 1. The Tenderer are requested to quote their rate towards the cost of LN₂ including the delivery charges at the different destination points as maintained in Table-1, which may vary according to actual requirement of LN₂. The details are mentioned in **SCHEDULE- 'A'**.

1. The Liquid Nitrogen should have minimum 99.5% purity and -196⁰ C boiling point.
2. The rate is per MT (Metric Ton) F.O.R. at destination point. Rate shall include all relevant taxes & transportation charges as applicable.
3. Rate per MT (Metric Ton) may please be quoted for F.O.R. destination on the Road Cryo Tanker/ Transport Cryo Container of the Department as required at destinations as detailed below with monthly/ yearly approximate requirement. It may please be noted that, escalation of rate due to increase in diesel and lubricant will not be paid during the agreement period.
4. The cost of Liquid Nitrogen will be paid only on the net quantity received at the destination by weighing the transport vehicle with the vessel and deriving the quantity. Thus, the transit evaporation is to be borne by the Tenderer.
5. The supply shall be made through the branches in Odisha as per GST Act & rules RA.

Details of destination and approximate requirement

Sl. No.	Delivery Destination	Metric Ton (MT)/Month (Approximately)	Packaging (MT)	No. of supplies	Interval between supplies	Mode of receipt
1	Frozen Semen Bank, At:- Khapurua Cuttack	70.000	14.000	05-06	06 Days	In Transport Cryo Container, Road Cryo Tanker & Vertical silo
2	Frozen Semen Bank, At:- Chiplima, Dist. Sambalpur	30.000	10.000	03	10Days	In Transport Cryo Container
3	CDVO, Balasore At:- Remuna, Balasore	12.000	6.000	02	15 days	In Transport Cryo Container
4	CDVO, Mayurbhanj At:-Kathapal	6.000	6.000	01	30 days	In Transport Cryo Container
5	CDVO, Ganjam At :- Berhampur	14.000	7.000	02	15 days	In Transport Cryo Container
6	CDVO, Kalahandi At:- Bhawanipatna	7.000	7.000	01	30 days	In Transport Cryo Container
7	CDVO, Koraput At:- Koraput	7.000	7.000	01	30 days	In Transport Cryo Container



Tenders submitted by Authorized Distributors / Authorized Dealers may also be considered, provided they are accompanied with the latest authorization letters from the concerned manufacturers along with valid manufacturing license of the manufacturer addressed to the "JOINT DIRECTOR, FROZEN SEMEN BANK, CUTTACK".

SALE OF TENDER PAPERS

Short Tender Papers (non-transferable) together with terms and conditions are obtainable from the office of the undersigned on payment of Rs.1000.00 (Rupees one thousand only) + GST @ 18%. The same may also be obtained by post on payment of Rs.1000.00 (Rupees one thousand only) + GST @ 18% in shape of Bank Draft in favour of "The Joint Director, Frozen Semen Bank, Khapurja, Cuttack" payable at SBI Kalyannagar Branch, Cuttack. The cost of Tender Paper is compulsory and the **original Money Receipt is to be enclosed along with the Tender Papers**. The cost paid for Tender Paper and Catalog vide Schedule – 'A' is non refundable. The same can also be downloaded from web site <http://odishaahvs.nic.in>, www.cuttack.nic.in and www.olrds.com and the cost of Tender Paper of Rs.1000/- (non-refundable) + GST @ 18% should be paid by attaching a Bank Draft prepared as mentioned above with it.

The Tender Papers may be obtained from 10.00 AM to 4.00 PM on all working days except on the last date of receipt of Tender Papers after 11 AM as per the following time schedule. **THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK** shall in no way be responsible for loss of Tender Paper dispatched by Post/Speed Post and also for any delay in delivery to the addressee.

Date of commencement for sale of Tender Papers	Dt.05.11.2021 (11.00 AM)
Last date & time for sale of Tender Papers	Dt.25.11.2021 (Up to 12 O' Clock)
Last date & time for receipt of Tender (Technical bid and Financial bid in separate sealed covers)	Dt. 25.11.2021 (Up to 01.00 PM)
Date and time of opening of Tender (Technical Bid)	Dt. 25.11.2021 at 03.00 PM
Date and time of opening of Tender (Financial Bid)	Dt. 29.11.2021 at 11.00 AM

(The Tender Paper will be sold on working days only. The Tender Papers will be opened on the scheduled dates in presence of tenderers / their authorized representatives)

ELIGIBILITY

A. For Participation in the Tender

1. The Tenderer should be a MANUFACTURER/AUTHORISED DISTRIBUTOR having valid registration of the product and valid manufacturing license. Authorized distributor who are interested to participate have to obtain necessary authorization from manufacturer along with the copy of manufacturing license of the manufacturer from whom the liquid nitrogen are to be procured for supply. In case the manufacturing firm delegates to file tender to any local distributor, the firm has to submit an authorization letter of delegation in original addressed to the Joint Director, Frozen Semen Bank, Khapurja, Cuttack – 753010 being passed by resolution of its Board of Director or through its Managing Director or Marketing Manager or any other Executive of the manufacturer.



2. Wherever applicable, the manufacturing company must have quality certificate for specified quality standards. (e.g. Quality Certificate and Purity Certificate) Analysis report,
3. The registration certificate of the manufacturing company must indicate that production of Liquid Nitrogen is commenced. Only provisional Registration of the LN₂ without commencement of production of LN₂ is not sufficient.
4. The manufacturing firm must be a manufacturer of the Liquid Nitrogen for a period of minimum of last three years' and be in domestic market in India with minimum annual turnover not less than Rs.0.50 crore for each year, in respect of preceding 3 years.
5. The audited Balance Sheet in support of financial capability of the tenderer with a proof showing the average Annual Turnover of **Rs. 50.0 lakhs (Rupees Fifty lakh only) for last three years.**
6. Participant in the tender must be registered under Goods & Services Tax (GST) Act.
7. The documents attached to the Tender Paper shall be verified by the Purchase Committee with the original documents to be produced by the Tenderer at the time of verification of Technical Bid.
8. The Tenderer must have experience in supplying of LN₂ to Govt'/ Semi Govt' Organizations, PSUs and UNO Agencies at least for three years.
9. The participant Firm / Tenderer must not have been blacklisted by any Govt. office / Govt. undertakings / organizations. In case it is detected later on that the participant firm is a blacklisted one, the Tender Paper submitted by such Tenderer would be rejected forthwith and the Earnest Money Deposit and Security Deposit will be forfeited. In addition to this, legal action as deemed proper may be initiated against such Tenderers.

B. FOR SUBMISSION OF TENDER

There shall be two Bid systems, one is Technical Bid and other is Financial Bid. The Tender Paper will be received either through Regd. Post/ Speed Post or can be physically dropped in the tender box by the Tenderers available at the office of the Joint Director, Frozen Semen Bank, Cuttack. Tender received after due date & time shall be summarily rejected.

The Technical Bid will be placed in a sealed cover and shall be superscribed "**Technical Bid for supply of LIQUID NITROGEN**" and the Financial Bid shall be placed in a separate sealed cover and shall be superscribed as "**Financial Bid for supply of LIQUID NITROGEN**". Thereafter both the sealed covers containing the Technical Bid and Financial Bid shall be placed in another sealed cover and shall be superscribed as "**Tender bid for supply of LIQUID NITROGEN**".

The Technical Bids are to be opened by the respective committee/ authority on scheduled date and time in presence of the tenderers or authorized representative of tenderers. At the second stage, Financial Bids of only the technically qualified bidders would be opened by the Tender Committee on the scheduled date and time.



Technical Bid

1. The tenderers have to give detail specification, manufacturing details, brand name etc., according to the specification with supporting documents in this regard.
2. The Tenderer should mention clearly the details of the address of the LIQUID NITROGEN Manufacturing Plant, and its exact location for further correspondences by the Joint Director, Frozen Semen Bank, Khapura, Cuttack. The Tenderers may mention the status of the manufacturer, for example ISO-9001-2000/ BIS mark.
3. At the time of opening of the Technical Bid, the Tenderers shall produce the details of brochure, literature related towards the Manufacture of LIQUID NITROGEN for verification by the Technical Committee.
4. The annual business turnover in supplying LIQUID NITROGEN should be Rs 50.0 lakhs. (Rupees Fifty Lakh only) for preceding 3 (three) years in order to assess the financial status of the firm/ satisfaction of the Committee constituted for the purpose.
5. The Tenderer should enclose the information for the above points in the format in Annexure-IV.
6. All the supporting documents, as required in the terms and conditions of this Tender Paper, shall be enclosed with the Technical Bid by the Tenderer.
7. EMD (Earnest Money Deposit) except SSI Units / MSEs Units. (As per Govt. in Finance Deptt. OM no.8943/F the bidders are exempted from depositing EMD amount till 30.11.2021). Only the participants are required to submit the bid security declaration instead of depositing EMD.

Financial Bid

The Tenderer should quote the price for supply of LIQUID NITROGEN in separate sealed cover in the prescribed format as annexed vide **Annexure-II** writing the serial number of the item

and its name on the cover of the individual sealed cover. The sealed covers of the Financial Bid shall be packed in a large sealed cover superscribing as “**Financial Bid for supply of LIQUID NITROGEN**” to be inserted in the Tender Box.

If the Tenderer does not qualify himself in the Technical Bid, the Financial Bid as offered will not be entertained. In case of unsuccessful bidders in respect of Technical Bid, Financial Bid of the same will be returned as received in the sealed cover without being opened.

Deposit of Earnest Money

As per Govt. in Finance Deptt. OM no.8943/F the bidders are exempted from depositing EMD amount till 30.11.2021. Only the participants are required to submit the bid security declaration instead of depositing EMD.



DOCUMENTS TO BE ENCLOSED :

The following documents shall be submitted by the Tenderer as a MUST along with Tender Papers.

1. Duly filled Tender form as per Annexure – I, IA, II, III, IV, V, VI, VII & Format-1 to Format-4. Complete tender papers with signature of the Tenderer with rubber seal and date in each page and in the enclosing all relevant documents.
2. EMD (Earnest Money Deposit) except SSI Units / MSEs Units. (As per Govt. in Finance Deptt. OM no.8943/F the bidders are exempted from depositing EMD amount till 30.11.2021). Only the participants are required to submit the bid security declaration instead of depositing EMD.
3. The Original money receipt obtained towards purchase of Tender Papers should be carefully preserved and should be enclosed in original at the time of submission of Tender Papers.
4. The Tenderer who downloaded Tender Papers from website should furnish the Bank DD towards cost of Tender Papers along with tender.
5. Photocopy of the up-to-date manufacturing license in case of manufacturers.
6. Photocopy of original authorization certificate from the manufacturer for supply of LIQUID NITROZEN in case of authorized distributor / authorized Dealers.
7. Literature of information / Brochures indicating detailed specification.
8. Photocopy of PAN card & Income Tax return for last three financial years.
9. Documentary evidence in support of exemption of EMD.
10. Photocopy of Registration Certificate of GST.
11. Detail name, address, telephone no., Fax, E-mail of the firm & of the Director / Managing Partner / Proprietor of the firm.
12. Documentary evidence in support of minimum annual turnover of Rs.50.0 lakhs (Rupees Fifty Lakhs only) for preceding 3 (three) years. Such as:
Annual Turn Over disclosed in VAT/GST Returns of last three years or audited Balance Sheet or form 26AS of Income Tax for the last three years.
13. Declaration on a Non-Judicial stamp paper worth Rupees One Hundred only to the effect that the tendering manufacturing company / Distributor/ Dealers has not been blacklisted by any Govt. offices / Govt. undertakings / organisations / UNO agencies / PSUs etc.
14. Details of Bank Account with Name of the bank, location Address, Account type & No., IFSC code & MICR Code to be mentioned in separate sheet of paper duly signed.
15. Copy of MSEs registration Certificate along with list of items for which such registration is done.
16. All the documents for the Tender Paper have to be signed by the Tenderer with seal and date in each page.
17. Experience certificate of supplying the Liquid Nitrogen for not less than three (3) consecutive years to Government/ semi Government Organizations/ UNO Agencies/ PSUs etc.
18. Photocopy of Quality/Purity Certificate.
19. Photocopy of Analysis Report regarding quality /purity should be enclosed.

No Tender shall be accepted if the same is not supported with the above documents as mentioned at Sl. No. 1 to 19 above.



RIGHT OF ACCEPTANCE / REJECTION OF TENDER

The right of acceptance of Tender and / or award of contract rests with the Joint Director, Frozen Semen Bank, Cuttack who does not bind himself to accept the lowest tender and also reserves the right to reject any or all the tender (s) received without assigning any reason whatsoever. Any dispute to arise in future will be finalized by the Joint Director, Frozen Semen Bank, Cuttack. The legal dispute is subject to Cuttack jurisdiction only.

PERFORMANCE SECURITY DEPOSIT

1. The successful Tenderers will have to furnish a Performance Security Deposit of 3% (Three) of the total value of goods for which orders have been placed by the indenting officers within 7 (seven) days from the date of receipt of indent. In the case of SSI Units / MSMEs registered with Directorate of EP & M / Directorate of Industries / Directorate of Khadi and Village Handloom / Directorate of Cottage Industries / Directorate of Handicraft / OSIC / NSIC, they shall have to pay Performance Security Deposit @ 25% of the prescribed Performance Security Deposit as per Finance Department of Govt. of Odisha Circular No.21926 dt.12.8.2015. The Performance Security Deposit is to be furnished in shape of an Account Payee Demand Draft/ Fixed Deposit receipt from a commercial bank, Bank Guarantee from a commercial bank in favour of the Indenting Officer. In the event of failure of payment of Performance Security Deposit, the order is to be treated as cancelled and indent is to be placed to the next approved party. In case there is no next party, it is to be purchased locally keeping in view the public exigencies after observing due financial formalities. The differential cost shall be realized from the defaulting party out of the Security Deposit / pending claims/ EMD.
2. The Performance Security Deposit will be released & returned back to the Tenderer as per Rule 278, 279 of OGFR, Volume-I, Govt. of Odisha.
3. The Performance Security Deposit shall be forfeited in case the items of supply are found to be of sub-standard quality by the receiving authority.

VALIDITY OF TENDERS

- I. The tender shall remain valid for acceptance for a period of 12 (Twelve) months from the date of final approval of the approved rate or till finalization of the next tender whichever is earlier. The rate so approved will remain valid for a period of 12 (Twelve) months or till publication of the next approved list, whichever is earlier.
- II. No extension of time shall be allowed for submission of Tender under any circumstances unless otherwise specifically extended by the Joint Director, Frozen Semen Bank, Cuttack by wide publication in news paper & electronic media.

TENDERER'S UNDERSTANDING OF THE TENDER DOCUMENT

The Tenderers shall carefully go through the Tender Papers and fully satisfy himself to all the terms and conditions contained therein before submission of the Tender. If the Tenderer finds discrepancies or omission or is in doubt as to their meaning relating to Tender Papers, he should at once inform the Joint Director, Frozen Semen Bank, Cuttack and obtain clarification in writing prior to submission of the Tender. Verbal clarification or information given by the Joint Director, Frozen Semen Bank, Cuttack or the



employees working under him or his representatives shall not be binding on the Joint Director, Frozen Semen Bank, Cuttack, in any way.

NO CLAIM OF COMPENSATION FOR SUBMISSION OF TENDER

No Tenderer shall be entitled to claim any cost charges, expenses etc. incurred by him or incidental thereto in connection with submission of this Tender even though the Joint Director, Frozen Semen Bank, Cuttack may elect to withdraw the invitation of Tender, without notice and without assigning any reason whatsoever.

Joint Director
Frozen Semen Bank, Cuttack

TERMS AND CONDITINS FOR SUBMISSION OF TENDERS FOR SUPPLY OF LIQUID NITROGEN FOR 2021-22

The Tenderer should read carefully all the terms & conditions before preparing the tender documents for participation in the tender.

A. Instructions to Tenderers while purchasing Tender Paper :

- i. Each page of the Tender document shall be serially numbered and duly authenticated by initial signature of the Joint Director, Frozen Semen Bank, Cuttack with rubber stamp affixed. The

Tender Document for Liquid Nitrogen 2021-22/FSB



Tenderer should check the documents immediately after purchase of the same. If there are any lapses, the Tenderer should immediately report the fact to the issuing officer for its rectification.

- ii. The Original Money Receipt obtained towards purchase of Tender Paper should be carefully preserved and should be enclosed in original at the time of submission of Tender Paper.
- iii. The Tenderer who would download the Tender Paper from official website <http://odishaahvs.nic.in>, www.cuttack.nic.in and www.olrds.com should furnish the **Bank DD** in favour of "the Joint Director, Frozen Semen Bank, Cuttack" payable at Cuttack towards cost of tender paper along with tender.
- iv. Tender papers downloaded from website <http://odishaahvs.nic.in>, www.cuttack.nic.in and www.olrds.com must be used without any alteration in the content. Tender received or detected with any alteration in the printed/ scanned / PDF document shall be rejected.

B. Instructions to Tenderers while submitting the Tender Paper

1. All papers submitted with the Tender and the Tender Papers itself should bear the **dated signature with seal of the Tenderer in every page with date.**
2. **Capital letters** should be used in filling up of the Tender form or should be neatly typed / computerized.
3. All corrections, additions, alterations in the Tender Papers shall be authenticated by **initial / signature** of the Tenderer. Lapses in these instructions are liable for rejection.
4. Rates should be quoted on the prescribed Tender Form (Annexure – II, **Financial Bid**). The rates offered should be written **both in figures and in words and no erasing or overwriting shall be entertained.**
5. All information in these Tender Papers shall be in **English** only.
6. Tenderer, should indicate the Brand name with specification.
7. The rate for supply of LIQUID NITROGEN should be **F.O.R. destination at FSB, Cuttack , FSB, Chiplima, CDVO, Balasore, CDVO Mayurbhanj, CDVO, Ganjam (Berhampur), CDVO, Koraput and CDVO, Kalahandi (Bhawanipatana) under the Directorate of Animal Husbandry & Veterinary Services, Odisha, Cuttack inclusive of packing, forwarding, transportation charges F.O.R. destination at FSB, Cuttack , FSB, Chiplima, CDVO, Balasore, CDVO Mayurbhanj, CDVO, Ganjam (Berhampur), CDVO, Koraput and CDVO, Kalahandi (Bhawanipatana) under the Directorate of Animal Husbandry & Veterinary Services, Odisha, Cuttack inclusive of packing, forwarding, transportation charges, all incidental charges & all taxes.** The rate should be quoted in Indian currency only. The Tenderer must quote the rates of the items for which they have been specifically asked for as per Tender.
8. **Tenderer quoting the rates for units different from those mentioned in the Tender are liable to be rejected.**
9. **Tender containing clerical error / typographical error / arithmetical mistake(s) may be liable to be rejected.**



10. Tenderers who are manufacturers of the LIQUID NITROGEN to be supplied by them must furnish attested copy of the certificate from the appropriate licensing authority or DIC along with the Tender Documents confirming that they are actually manufacturing these LIQUID NITROGEN.
11. The Tenderers shall quote the **rates in the Financial Bid** (Annexure-VI, which shall be inclusive of basic rate, packing & forwarding and transportation charges), **which shall be exclusive of G.S.T.** The tax shall be charged as per the guidelines given by Finance Department, Govt. of Odisha from time to time. Only G.S.T. will be paid to the supplier as applicable under provisions of law.
12. One rate shall be offered for one item. In case, there are really different specifications or brands to be offered against one item and all of them conform to the standard and specification of the required item, more than one rate can be offered for consideration. But the Tenderer, in all such cases, shall clearly mention the make, brand, specification and shall furnish literature / brochure regarding LIQUID NITROGEN..
13. The **Tenderer is required to submit detail brochures & leaflets** in respect of the LIQUID NITROGEN as offered in the Tender in respect of Technical Bid and produce the detail information about LIQUID NITROGEN to be supplied for scrutiny by the Technical Committee, whenever it is required for further consideration by the committee during finalization of the Financial Bid, failing which the items so offered will not be considered.
14. Detail facts about machinery available for production and supply of stores & per day production capacity.
15. The price preference for S.S.I. units / MSESs located inside the state of Odisha and additional price preference for S.S.I. unit/ MSESs having I.S.I. marks for the particular product will be given in accordance with the Government industrial Policy/ Resolution in vogue. The Tenderer who are S.S.I. units / MSESs should submit relevant documents from the appropriate authority alongwith the tender documents stating the Permanent Registration number and Date and the names of the items for which registered. The word S.S.I. unit / MSESs should be marked in **Red Ink on the right hand top corner of the Tender documents.**
16. The Tender filled by the proprietorship concerned should be signed by the sole proprietor
or
should be signed by the any partner in case of Partnership firm
or
by Managing Director or Board of Director along with the authorization by means of Board of resolution in case of company.
- In case of Partnership firm, the copy of partnership deed to be submitted.
or
In case of company Copy of the Certificate of incorporation should be furnished in support the firm being registered under the companies Act.
17. Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case, it is found later on that this condition has been violated, all the tenders submitted by such Tenderer will be rejected or cancelled and Earnest Money and Performance



Security deposited will be forfeited & in addition to such, legal action may be initiated as deemed proper against such Tenderer.

18. Also, the Tenderer shall furnish a brief write-up supported with adequate data and documentary evidences explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial to perform the supply contract (if awarded) within stipulated time period.
19. Each page of tender papers besides the places specified shall be signed by the tenderer with his seal and signature.
20. All offers shall be addressed to the Joint Director, Frozen Semen Bank, Khapuria, Cuttack in sealed cover clearly marked outside. "Tender Bid for supply of LIQUID NITROGEN" as well as their name should be super-scribed by the Tenderer on the envelope containing the Tender Paper.
21. **The Technical Bid will be placed in a sealed cover and shall be superscribed " Technical Bid for supply of LIQUID NITROGEN" and the Financial Bid shall be placed in a separate sealed cover and shall be superscribed as "Financial Bid for supply of LIQUID NITROGEN". Thereafter both the sealed covers containing the Technical Bid and Financial Bid shall be placed in another sealed cover and shall be superscribed as "Tender Bid for supply of LIQUID NITROGEN".**
22. The sealed Tender should be inserted in the **Tender Box** in the Office of the Joint Director, Frozen Semen Bank, Khapuria as per time schedule already mentioned in the Tender terms & conditions. If the due date so mentioned above is declared as a holiday, the last date and time for submission and opening of Tenders shall respectively be the time as aforesaid on next working day.
23. Sealed Tenders superscribed as above may also be sent by **Registered Post/ Speed Post** addressed to the above authority so as to reach the addressee by the due date and time. The Tenders delivered or sent otherwise as stated above will be at the risk of the Tenderer. **The Tender which is received after the time and date specified above will not be entertained and is liable to be rejected.**
24. Submission of Tender Documents by any other means will not be accepted.
25. The rate so approved in the tender shall remain valid for acceptance for a period of 12 (Twelve) months from the date of final approval of the approved rate or till finalization of the next tender whichever is earlier. The rate so approved will remain valid for a period of 12 (Twelve) months or till publication of the next approved list, whichever is earlier.
26. All Tenderers including manufacturer or supplier should furnish up-to-date GST registration certificate, Income Tax return, PAN Card, Manufacturing license, DIC & EPM registration certificate of Odisha, if any.
27. **THE TENDER COMMITTEE/ TENDERING AUTHORITY / UNDERSIGNED RESERVES THE RIGHT**
 - a. To reject any / or all the Tenders at any stage without assigning any reason thereof and not to accept the lowest Tender.
 - b. To invite fresh offers from the open market or negotiate with other Tenderers quoting higher rate to come down to the lowest rate of the item offered by the competitors in the Tenders.
 - c. To purchase LIQUID NITROGEN at the approved rate of the Catalog from any outsider during the Tender/ Contract Period in the case of emergency, if the Tenderers fail to supply such items on short notice observing financial formalities.



- d. To withdraw any item from the Tender at any stage. In such contingency, the selection of such item already made in favour of any Tenderer shall be treated as cancelled.
- e. To procure any item of the Tender directly from State / Central Govt. Undertaking firms even if the rate of same item has been approved of a Tenderer.
- f. To make additions to or deletion from the list of consuming units / delivery points at any time during the period of validity of the Tender or of the contract in pursuance of the Tender.
28. Approval of items of successful Tenderers will be notified / Purchase Order issued by the authority in due course. On receipt of such information, the successful Tenderers will have to execute an **agreement on Non-Judicial stamp paper worth Rs.500.00 (Rupees five hundred)** only in the prescribed format as per Finance Deptt. guidelines available with the Joint Director, Frozen Semen Bank, Khapuria, Cuttack.
29. The successful Tenderers will have to furnish a **Performance Security Deposit of 5%** (five) of the total value of goods for which first purchase order has been placed by the indenting officers within 7 (seven) days from the date of receipt of indent.
30. In the case of SSI Units / MSEs registered with Directorate of EP & M / Directorate of Industries / Directorate of Khadi and Village Handloom / Directorate of Cottage Industries / Directorate of Handicraft / OSIC / NSIC shall have to pay **Performance Security Deposit @ 25% of the prescribed Performance Security Deposit** as per provisions.
31. The Performance Security Deposit is to be furnished in shape of an account payee Demand Draft, Fixed Deposit receipt from a commercial bank, Bank Guarantee from a commercial bank in favour of the indenting officer. In the event of failure of payment of Performance Security Deposit, the order is to be treated as cancelled and indent is to be placed to the next approved party. In case, there is no next party, it is to be purchased locally keeping in view of the urgent nature of requirement observing all financial formalities. The differential cost shall be realized from the defaulting firm out of their Earnest Money Deposited / pending dues.
32. The rate so approved will remain valid for a period of 12 months from the date of final approval of the approved rate. However, if at any time during the period of contract, **the price of tendered item is reduced or brought down by any law or Act of the Central or State Government or the Tenderer, the Tenderer shall be morally and statutorily bound to inform** the Joint Director, Frozen Semen Bank, Khapuria, Cuttack immediately about such reduction in the contract price. The Joint Director, Frozen Semen Bank, Khapuria, Cuttack is empowered to unilaterally effect such reduction as is necessary in rate, in case the Tenderer fails to notify or fails to agree for such reduction or rate.
33. No payment will be made before completion of supply. Full payment will not be made against supply at destination. Payment will be considered only after receipt of the items by Indenting Officer/ Receiving Officer of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack, who has taken delivery of the stock and found them to be satisfactory in every respect.
34. If the performance of the approved firm is found to be not satisfactory for irregular supply of approved items against indents placed during the period of contract, the EMD / Performance Security Money deposited by the approved firm will not be released and the Performance Security Deposit will be forfeited. Besides, tender of the firm will not be entertained in future.
35. The Earnest Money Deposit furnished by the Tenderer will be liable to be forfeited, if the Tenderer withdraws Tender as a whole or for any particular item at any stage after the submission of the tender or fails / refuses to enter into written agreement for any / or all other items of his



accepted Tender within the time specified when requested to do so or refuses to deposit Performance Security Money.

36. **PACKAGING:** Normal expected packaging should be within 14.5 MT (approximately). Any higher packaging will not be accepted i.e. beyond $\pm 5\%$ range. However, indenting officer may mention lower packaging if required & it will be mentioned in the supply order. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit & open storage. The manufacturing date, batch no. etc. is to be disclosed. The supplied item shall be labeled as "For Government of Odisha use-Not for resale". Packaging Details comprising detail description of the transport container (Cryo Road Tankers) make, model, capacity, operating pressure, Explosive Licenses status etc. Delivery of Liquid Nitrogen to departmental storage Cryo containers at different destinations is to be accomplished conveniently.
37. The stock will be received within 24 hours from arrival at the destination. On arrival of the transport container at destination, the first weight will be taken by adjusting the pressure to $1\text{kg}/\text{cm}^2$ as on higher pressure leads to higher evaporation loss during decanting.
38. Abnormally low price quoted by the Tenderer in the Tender with some malafide intention will not be accepted and if detected, his/her offer will be rejected.
39. In exceptional cases, where the price negotiation is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder.
40. If any situation arises, where the lowest evaluated responsive bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible may be ordered to the next higher responsive Bidder(s) at the rate offered by the lowest evaluated responsive Bidder, after obtaining special approval from the Government on the specific recommendation of the Purchase Committee and approval of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack. Further, in case of emergency requirement, when inconvenience to the public service is caused for delay in the process of procurement, the Joint Director, Frozen Semen Bank, Khapuria, Cuttack may go for purchase strictly as per provision of rule 13 and Appendix-6 of OGFR Vol-II.
41. After testing of the Liquid Nitrogen, if any adverse report is received at any level, the Supplier / Tenderer will have to refund the entire cost of LIQUID NITROGEN supplied along with forfeiture of EMD and Performance Security Deposit. In case, where payment has not been released, the same shall be forfeited to Govt.. Besides the above, action will be initiated for black listing the Firm / supplier / Tenderer on the report of the competent authority.
42. **FORCE MAJEURE-** If, at any time during the continuance of this contract the performance in whole or in Part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by



reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

43. The Tenderer has to come with the original documents for verification and examination by the Technical Committee for their satisfaction on the date of opening of Technical Bid.
44. Any dispute arising out of the contract shall be settled amicably. However the decision of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack shall be treated as final.
45. Any legal dispute is subject to Cuttack jurisdiction only.
46. All supportive photocopies of documents should be self-attested by the tenderer.
47. No exact estimate for the quantity of the procurement will be given against this rate contract.

48. **TENDERS ARE TO BE ACCOMPANIED WITH THE FOLLOWING DOCUMENTS -**

1] **Documents to be submitted with TECHNICAL BID-**

- a) Covering letter in the prescribed format-1 addressing to the Joint Director, Frozen Semen Bank, Cuttack towards submission of Tender for Liquid Nitrogen.
- b) Original money receipt towards cost of tender document purchased from the office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack or Original Bank Draft towards cost of Tender Document which have been downloaded from Website.
- c) Duly filled Tender Form along with declaration.
- d) Duly filled Annexure-I, I(A) to Annexure-VII & Format-1 to Format-4.
- e) Declaration regarding not blacklisted in Format-2 in Non Judicial Stamp Paper.
- f) Photocopy of the up- to-date manufacturing licence of the manufacturer.
- g) Photocopy of GST Registration Certificate.
- h) Photocopy of authorization certificate from the manufacturer for supply of liquid nitrogen in case of authorised distributor.
- i) Photocopy of Quality Certificate and Purity Certificate.
- j) Photocopy of Analysis Report.
- k) Photocopy of Annual turnover disclosed in GST / VAT Returns of last three years or Balance sheet of the audited account of last three years.
- l) Photocopy of documentary evidences along with year wise statement in support of minimum Annual turnover of Rs.0.50 crore for preceding 3 years in supply of items of Liquid Nitrogen.
- m) Photocopy of documents along with year wise statement in relation to experience towards supplying liquid nitrogen for not less than 3 consecutive years to Government/ Semi Government Organizations/ UNO Agencies/ PSUs etc.
- n) Power of attorney in Non judicial stamp paper in Original if required.
- o) Photocopy of Partnership deed in case of Partnership firm or attested copy of Incorporation Certificate in case of Company.
- p) Photocopy of S.S.I. registration Certificate along with list of items for which such registration is done if required.
- q) Photo copy of PAN card.
- r) Photocopy of Income Tax return for last three financial years.
- s) Photocopy of the up-to-date GST / VAT clearance certificate in form-VAT 612 as per Odisha VAT Act. In case of a Tenderer exempted from GST/VAT or if he enjoys the benefit of deferment, he



must submit documentary evidence to that effect. Brief write-up and documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial. Details fact about machinery, production per day & production capacity.

- t) Details of brochure, literature towards liquid nitrogen.
- u) Annexure-VII (check list) to be filled mentioning details of document submitted with proper page marking of documents submitted.
- v) All the documents should be attested.

II] Documents for PRICE BID-

- i) Only **Annexure-VI** duly filled to be submitted.

49. Checking of documents by the Tenderer.:-

It is the responsibility of Tenderer to check the detail submission of the documents as required, to make signature as required, complete filling of tender forms & Annexure. A final check is also required before submission of the tender.

50. Verification of Original documents :

The Tenderer has to come with the original documents for verification and examination by the Technical Committee for their satisfaction on the date of opening of Technical Bid.

51. Participation of Tenderer/ Authorized Representative during opening of bids :

The Tenderer should be present in the date & time of opening of technical bid / price bid as required and they have to submit proof of identity such as Voter ID Card, PAN Card, Driving License, Aadhar card or any other satisfactory proof of identification before entry into the hall of office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack. The Tenderer can send their authorized agents on their behalf with due authorization and proof of identification as mentioned above. No other persons are allowed. The Tenderer/authorized representative must leave the hall as and when required as per instruction given by Chairman of the said committee or as directed by the JOINT DIRECTOR.

- 52. Any legal dispute is subject to Cuttack jurisdiction only.

**Joint Director
Frozen Semen Bank, Cuttack**

ANNEXURE-I



TENDER FORM
(In the Letter Head / Pad)

From

M/s.

.....

.....

To

The Joint Director
Frozen Semen Bank, Khapuria, Cuttack

Sub. : Tender Notice No..... Dated

Dear Sir,

In response to your advertisement in the Dated
I/We, the Manufacturers/ Authorised Distributors/ Authorised Dealers (please set out here full name of all partners or members)
.....
.....carrying on business at.....do hereby offer the tender for supply of LIQUID NITROGEN as per specification at the firm rates quoted in the schedule attached.

2. I/We agree that this offer in the tender shall remain valid for acceptance for a period of 12 months from the date of final approval of the approved rate or till finalization of next Tender, whichever is earlier. If the offer is withdrawn before the said date, I/We shall be liable for damages to the extent of the percent or my/our tendered value & pay you the same forthwith on demand without protest or demand.
3. I/We hereby agree to abide by and fulfill the terms & conditions set out in the INVITATION TO TENDER INSTRUCTIONS TO TENDERERS CONDITIONS OF THE TENDER SCHEDULE AND ANNEXURES HERETO, which shall be deemed to form a part of this tender & I/We submit herewith all these documents duly attested on each page in token of my/our acceptance thereof.
4. I/We hereby further agree to notify the Joint Director, Frozen Semen Bank, Khapuria, Cuttack, at any time whether before or after acceptance of my/our tender any change in the address and or constitution of my/our firm either by death or retirement of any partner or by the admission of a new partner of member or otherwise.
5. I/We do hereby certify that, I am/we are real manufacturer/stockist/importers / Authorised Distributors/ Authorised Dealers of the overseas suppliers and my/our financial position is quite sound to fulfill the contract.
6. I/We hereby declare that this Tender and your acceptance to be notified by you shall constitute a valid and binding contract between us.



- 7. That I am / We are well acquainted with the facts about the firm and the information provided in the Tender Form is true and correct. I/We may be punished as per law for any wrong information and for misleading facts provided in the Tender Form besides rejecting my Tender.

Signature of the Tenderer
Seal of Tenderer

Full Address.....
.....
.....

Cable
Telex
Telephone
Mobile
Fax No

In presence of

1. Signature of Witness
Address.....
.....
.....

2. Signature of witness
Address.....

ANNEXURE-I(A)

Tender Document for **440010-NSI-RQ-01N 2021-22/FSB**



1. Status of the Firm (proprietorship, partnership, (P) Ltd., limited company)
2. Name of the Tenderer.
3. Whether a limited firm or public or private undertaking.
4. The name and address of proprietor/ partners/ managing director / manager / principal officer
5. Financial condition of the firm whether solvent or not with details thereof
6. Whether manufacturers or/ distributors or/ Dealers sole selling agent (in the case of mixed business, the items for each should be indicated)
7. Varieties of articles dealt with and names of the items
 - a) Is it a Registered Firm under the partnership Act? If so, Regd. No. & date & office of Registration should be given (Please furnish and self attested photocopy of certificate of registration).
 - b) If it is a company incorporated under the companies act, please furnish the self-attested photocopy of certificate of incorporation.
8. Are you registered under GST, if yes, mention the GST no.
9. Name of the authorized person who can hold discussion on your behalf at the time of necessity.
10. The names of the proprietors / partners or Managing Directors / Principal Officer with address or Addresses as the case may be who is authorized to receive payment in case of endorsed bill on behalf of the firm from the Joint Director, Frozen Semen Bank, Cuttack / Indenting Officer and their specimen signatures in duplicate for each.



11. Are you an income tax assessee? If yes, furnish the current income tax return / non-assessment certificate.
12. Indicate in detail about the previous experience of supply of items called for in this tender. If yes, attach the self attested photocopies in support.
13. Details of Bank Account with Name of the bank with address, Account type & No., IFSC & MICR Code

CERTIFICATE :

Certified that the information furnished above are true and correct to the best of our / my knowledge and belief. In case any or all the information given above or the Tender Papers is or are found to be incorrect at any time, I undertake the liability to be proceeded with in any manner. Any change or changes in regard to the information furnished will be intimated by us/me as and when such changes occur.

Signature

Prop/Partner/Managing Director /Manager/

Principal Officer / Authorised Signatory

(Strike out which ever not applicable)



Annexure-II

Detail Technical Information about Liquid Nitrogen

Sl. No.	Name of the Item	Specification/Brand	Unit

Signature of Tenderer

with Seal & Date

Tender Document for LIQUID NITROGEN 2021-22/FSB



Annexure-III

DETAILS OF YEARWISE MANUFACTURING TURNOVER

For Manufacturer /Authorised Distributor –

Name of the tenderer & Full Address	
Phone Nos.	
Date of Inception	
License No. & Date	
Issued by	
Valid up to	

For Manufacturer

A. Details of Manufacturing capacity and year wise turnover of Liquid Nitrogen.

Year	Installed production capacity	Actual Production (MT)	Value of production (in Rs.)
2018-19			
2019-20			
2010-21			

Signature of Tenderer with seal & date

B. For authorized distributor

Name of Authorized distributor	
Address	
Name of companies for which the bidder is Authorized distributor (letter of authorization is to be attached)	
Name of Manufacturer, Full address*	

(The detail about the concerned manufacturer is to be filled by Authorised distributor in format –1)

Signature of Tenderer with seal & date

Annexure-IV



**Statement in relation to Turnover of Rs.0.50 Crore for last three years each,
towards supply of Liquid Nitrogen.**

Name of the firm

Year	Name of the firm to whom supplied	Order No./ date	Value of order	Total Value to be mentioned for the year which should be at Rs.0.50 Crore or above
2018-19				
2019-20				
2020-21				

Signature and seal of the Tenderer with date

Annexure-V

Tender Document for LIQUID NITROGEN 2021-22/FSB.



Statement in relation to experience towards supply of Liquid Nitrogen to Govt./ Semi Govt./ Organisations/ UNO Agencies/ PSU etc. for last three years.

Name of the firm

Year	Name of the Govt./ Semi Govt./ Organisation/ UNO/ Agencies/ PSU to whom Liquid Nitrogen supplied.	Order No./ date	Value of order
2018-19			
2019-20			
2010-21			

Signature and seal of the Tenderer with date

Tender Document for LIQUID NITROGEN 2021-22/FSB



ANNEXURE – VI**FORMAT for Price Bid towards Liquid Nitrogen
(F.O.R. Destination in Departmental containers)**

(In Rs.)

Sl. No.	Delivery Destination	Distance from production point to delivery point (Kms.)	Specification	Basic rate per Metric Ton (MT) ex-factory	Packaging / forwarding & Transportation Charge up to destination	GST On (5+6)	Total offered price per MT (5+6+7)
1	2	3	4	5	6	7	8
1	Frozen Semen Bank, At:- Khapuria, Cuttack						
2	Frozen Semen Bank, Chipilima, Dist. - Sambalpur						
3	CDVO, Balasore AT :- Remuna Dist:- Balasore						
4	CDVO, Mayurbhanj At- Kathapal						
5	CDVO, Ganjam At:- Berhampur						
6	CDVO, Kalahandi At:-Bhawanipatna						
7	CDVO, Koraput At:- Koraput						

* Rate should be mentioned in Rs. Both in figure and word(s).

**Signature of Tenderer
with Seal & Date**

Tender Document for LIQUID NITROGEN 2021-22/FSB



ANNEXURE – VII**List of enclosures attached to the Tender Documents:
Check List**

Sl. No.	Name of the Documents submitted	Page No. at which submitted	Remark
1	2	3	4
1	Covering letter as prescribed in Format -1.		
2	Original money receipt/ Original Bank Draft towards cost of tender document or supporting documents towards exemption.		
3	Duly filled Tender Form alongwith declaration.		
4	Duly filled Annexure-I & I A.		
5	Duly filled Annexure-II.		
6	Duly filled Annexure-III.		
7	Duly filled Annexure-IV		
8	Duly filled Annexure-V, VI & VII		
9	Declaration regarding not blacklisted in Format-2 in Non Judicial Stamp Paper		
10	Attested photocopy of the up-to-date manufacturing licence of the manufacturer.		
11	Attested photocopy of valid drug licence for the items from competent authority.		
12	Attested photocopy of GST & CST Registration Certificate.		
13	Attested photocopy of authorization certificate from the manufacturer for supply of liquid nitrogen in case of authorised distributor.		
14	Attested photocopy of GMP and GPC Certificate.		
15	Attested photocopy of Quality Certificate and Purity Certificate.		
16	Attested photocopy of Analysis Report		
17	Attested photocopy of Annual turnover disclosed in VAT Returns of last three years or Balance sheet of the audited account of last three years.		
18	Attested photocopy of documentary evidences in support of minimum Annual turnover of Rs.0.50 crore for preceding 3 years in supply of items of liquid nitrogen.		
19	Attested photocopy of documents in relation to experience certificate of supplying of liquid nitrogen for not less than 3 consecutive years to Government/ semi government Organizations/ UNO Agencies/ PSUs etc		
20	Power of attorney in Non judicial stamp paper in Original if required.		
21	Attested photocopy of Partnership deed in case of Partnership firm or attested copy of Incorporation Certificate in case of Company		



22	Copy of S.S.I. registration Certificate along with list of items for which such registration is done, if required.		
23	Attested Photo copy of PAN card.		
24	Attested photocopy Income Tax return of the financial year 2019-20 or 2020-21, whichever is the latest.		
25	Specimen signature with at least three (03) signature of the Tenderer being attested by Gazetted Officer or Notary Public with seal.		
26	Brief write-up along with documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial. Details facts about machinery available for production and supply of stores & per day production capacity.		
27	Details of brochure, leaflets towards Liquid Nitrogen.		
28	Any other documents as necessary		

The tenderers can add further sheet of paper if they have to submit any other documents required for the tender in the above format. **(PLEASE CHECK REGARDING PUTTING OF SIGNATURE, SEAL ETC AND DATE IN OF TENDER DOCUMENT AND DOCUMENTS SUBMITTED WITH THE TENDER)**

Signature of the Tenderer

In full with seal & date



Format -1

To

The Joint Director
Frozen Semen Bank, Cuttack

Subject: Submission of Tender for supply of Liquid Nitrogen (LN₂). For the year 2020-21.

Dear Sir,

This is in reference to your Tender Notice No...../dt..... inviting proposals for the above supply. I/We.....(name of the firm) are pleased to submit our proposal for **the supply of Liquid Nitrogen for the year 2021-22.**

We have enclosed supporting information/ documents with respect to technical proposal in Envelope 1 to aid in evaluation of our proposal and Price-Bid in Envelope 2 in separate sealed cover.

We hereby certify that all the documents and information contained in the submissions are true and correct to the best of our knowledge. We also state that we have read and understood the terms and conditions mentioned in the tender document and agree to abide by them. We further state that we are ready to undertake such supply order as per requirements laid down in the tender document.

We understand that submission of this bid does not confer any right to us for selection. We also understand that the Purchaser reserves the right of accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one tenderer.

Further I/We have submitted tender paper cost & EMD whose details are given below.

- i. Tender paper cost of Rs.11800/-
 - a) Bank Draft No./ Date-
 - b) Name of the Bank

Or

Money Receipt No./date
- ii. EMD Rs.4,00,000/- submitted in shape

(Detail of Bank Draft No. or NSC No., Name of the Bank/ Post Office to be mentioned)

Thanking you

Yours truly,

**Signature of the Tenderer
with date & seal**



Declaration for not being Black listed

I /We.....S/o.....
on behalf of firm M/s.....hereby declare that our firm has not been blacklisted by any State Govt./ Central Govt., Govt. undertakings/ organisations/ institution of local self Government/ public sector in India, in case it is detected later on any source, our tender may be rejected & EMD / or security deposit may be forfeited to Government and we will accept if any legal action is initiated in this regard.

Signature of Tenderer with seal & date
Name of the Firm.....

NB: *(to be submitted in Non Judicial Stamp Paper)



Format-3

Model Bank Guarantee Format for furnishing EMD

Whereas.....(hereinafter called the "tenderer") has submitted their offer dated for the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that we of having our registered office at are bound unto (hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the

Common Seal of the said Bank this day of20.....

The Conditions of this obligation are:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept/ execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at*(Name & Address of the*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our..... * branch a written claim or demand and received by us at our* branch on or before Dt..... 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

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district head quarters or the State headquarters.



Model Bank Guarantee Format for Performance Security

To

The Governor 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 recognized by you for the sum specified therein as security for compliance with it 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 necessity of you 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 until theday of20.....

Our..... Branch at*(Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our.....* branch a written claim or demand and received by us at our* branch on or before Dt. other wise 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

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district head quarters or the State headquarters.

