

**TENDER FOR BIO-FERTILIZER  
&  
OTHER MATERIALS UNDER MGNREGA  
DURING 2019-20  
in  
Dhenkanal District**

## TENDER DOCUMENTS

**Sub:-Tender for supply of Vermi compost, De-Oiled Neem cake, FYM/ compost, Bio- Pesticides (Entomopathogenicnematode) , Bio-NPK Proteino-lacto-gluconate based NPK (Liquid/Granular), Anti Termite material / Neem base Insecticides, Poly mulch, G.I. wire mesh, Fiber net tree gabion, Bamboo Gabion under MGNREGS during 2019-20.**

**Ref:- Tender Notification No 5041 Dt. 24/05/2019**

### **i. PROCEDURE FOR SUBMISSION OF TENDER**

1. The tender shall be submitted in two parts namely:-
  - a) **Technical bid** : The technical bid shall be submitted for each product separately as per **Annexure-II**, which should contain details of organization , production/product etc.
  - b) **Financial bid** : The financial bid should contain the details as indicated in **Annexure-II**. The tenderer shall quote the **product- wise supply rate (Price excluding GST but including all incidental cost such as freight , loading & unloading charges , supply cost to District Hq and Project site etc.)**
2. Tender documents may be downloaded from Dhenkanal district web site at [www.dhenkanal.nic.in](http://www.dhenkanal.nic.in).
3. The Bidder/Tenderer can access tender documents on the Dhenkanal district website, fill them with all relevant information and submit the completed tender document along with the EMD and tender paper cost for **Rs.2360/-(cost 2000/- + GST-18%-360/-)**. A hard copy of the filled Tender document with the relevant attachments should be submitted within the dateline.
4.
  - a) The tenders shall be signed only by the Proprietor, if it is a Proprietary concern in support of which affidavit of ownership and a copy of the certificate of Registration has to be submitted to know the person authorized to sign the document.
  - b) If it is a Partnership firm, one of the Partners or a person authorized by the partners shall sign the document.
  - c) If it is a Public or Private limited company, the Chief Executive of the company or a person authorized in support of which necessary authorization letter with seal and signature shall be submitted.
5. **Earnest Money Deposit (EMD) and Tender processing Fee:** An earnest money deposit(E.M.D) of Rs. 50,000(Rupees Fifty thousand only) per product in each case is to be deposited in shape of demand draft payable to the **Divisional Forest Officer, Dhenkanal Division** on any Nationalized Bank payable at Dhenkanal.
6. In respect of successful tenderer whose supplies are as per the accepted conditions, EMD will be refunded after the validity period of the tender contract. EMD in respect of the unsuccessful tenders will be refunded following due process.
7. **Validity of Tender Contract:** The rates accepted would be **valid for one year or an extended period as sought by the department.**
8. The Department will not entertain any increase in price during the validity period of the tender or extended period thereof during the tenure of the continuous period of contract. The reduction in price arose out of implementation of GST should be transferred to the purchaser. The applied tax rate would be as per Govt. norms from time to time.

9. **If any information provided by the tenderer in both Technical bids and Financial bids is found to be factually false or misleading, such tenders will be summarily rejected at any time during the validity of the tender and liable for criminal and civil action against such firm or company with forfeiting of EMD Money.**
10. If any company is black listed by any State Government department or agency, such tenderer is liable for rejection at any time during the validity of the tender and supplies will be terminated. The tenderers are required to furnish a self declaration that they are not black listed by any Govt. Dept./Agency/Undertaking.

11. **No document will be accepted after opening of the tender.**

**II. OPENING OF TENDERS & TENDERS SCRUTINY:**

12. Opening of Technical bids will be done in the presence of the tenderers or their authorized representatives and the Tender Committee will conduct preliminary scrutiny of EMD. Later on a detailed scrutiny will be taken up and those found to be in order will only be accepted.
13. Eligible financial bids in respect of those tenderers whose technical bids are qualified will be opened in the presence of the qualified tenderers by the Tender Committee constituted by the Collector-cum-DPC, MGNREGS, Dhenkanal.

**III. PRODUCT SPECIFICATIONS:**

14. Vermi compost, Neem cake, FYM/ compost, Bio –Pesticides (Entomopathogenic nematode), Bio- NPK, (Proteino-lacto-gluconet based NPK, Liquid/Granular), Anti Termite material / Neem base Insecticides, Poly mulch, GI Wire mesh fibre net Gabion supplied shall be in conformity with the standards / specification in **Annexure-I** of the tender document .

**IV. TENDERED RATES & QUOTED QUANTITY**

15. The rates quoted by the tenderer in respect of required packing sizes of each input shall be offered in the prescribed **Annexure –IV**(financial bid )format only
16. The rates quoted by the tenderer shall be most competitive since it involves sizeable quantity. The rates quoted should be inclusive of insurance freight including loading and unloading charges at the destinations etc., for supply of input in the required packing sizes prescribed at Annexure-IV.
17. The successful tenderers whose tenders are accepted shall not sell the quoted products to the farmers in Odisha through any agency at the rates lesser than those quoted under this tender.
18. The tender accepting authority shall have the right to alter the quantity finally ordered to the extent of 25 % either way of requirement indicated in the tender document.

**V. ELIGIBILITY CRITERIA FOR THE TENDERERS:**

19. **The original manufacturer or, their channel partner can participate in the tender process. The authorized person of the channel partner is to produce the relevant certificate for doing business / marketing / whole selling from the original manufacture.**
20. The tenderers must submit copy of the manufacturing license issued by the proper authority , i.e. from the state where manufacturing unit is located issued within last 3 years and marketing license from the proper authority, i.e. from the Director of Agriculture , Odisha issued within last 2 years.

## **VI. ISSUE OF SUPPLY ORDERS & EXECUTION OF SUPPLIES & PAYMENTS:**

21. Tender Accepting Authority may accept more than one supplier at L1 rate or more than one tenderer whoever agrees to supply at L1 rate in order to ensure multiple supply sources. Besides, the selected suppliers may be asked to supply the products to other offices of the district at the approved rate by the committee.
22. Copies of the Valid Registration Certificates as per the companies act and GST act are to be submitted by the tenderer. Besides GST clearance certificate up to March2019 / June,2019 issued by the concerned Sales Tax organization.
23. If selected tenderers does not supply the required quantity during the period of requirement, then alternate succeeding tenderers will be considered for supplies who have accepted to supply at L1 rates.
24. The supplies should be made within the time limit specified by the concerned office.
25. The successful tenderer should supply the required quantities from time to time as per the supply orders up to one year from the date of execution of agreement.
26. The selected supplier will issue GST bill/invoice in the name of the firm only after the supply of the materials.
27. The supplier shall compulsorily mention the respective Batch No./Lot number/TIN number/GST number in the bill and should submit the quality analysis report of the same.
28. Tenderer should provide account details as name , bank name , branch name ,account number and bank IFSC code for payment.
29. The payment will be made through e-FMS mode. IT- TDS, GST-TDS will be applicable as per norms while making the payments.
30. The Department will not have any liability for any damages to the products at anytime during the currency of the tender contract.

## **VII. QUALITY RESPONSIBILITIES & CERTIFICATIONS:**

31. The supplier shall have the sole responsibility of ensuring quality (i) Vermi compost, (ii) De-Oiled Neem cake, (iii) FYM compost, (iv) Bio-Pesticides (Entomopathogenicnematode) (v) Bio NPK (Proteino-lacto-gloconate based NPK, Liquid /Granular) (vi) Anti Termite Material/ Neem base Insecticides, (vii) Poly mulch. (viii) G.I. Wire mesh (ix) Fibre net tree gabion (x) Bamboo Gabion as per the specifications mentioned in **Annexure-I**.
32. Sample from each product (Batch no./Lot no. wise should be collected by the JQCI (O/o-DDA) , Dhenkanal and sent to concerned laboratory for quality test (Minimum-3 samples).
33. Copies of EPM / DGS & D rate contact certificate for the product issued within at least last 2 years should be submitted.
34. At least two testing report from the testing laboratory of OUAT or any agency authorized by Government.
35. Copy of the ISO certificate issued in the name of the manufacturer for the product must be submitted.
36. There must be Clearance Certificate from pollution control board of Odisha.
37. There must be Production certificate from DIC of concerned State.

38. There must be License / permission from Director of Factories & Boilers, of Concerned State to run the factory.
39. The Industry / Production unit must have been registered with central inspection co-ordination group (CICG) frame work.
40. 100% Organic Certification from any reputed organic station.
41. Test report from CIPET for Poly mulch.
42. The manufacturing units of fertilizers approved by the SLTC of Director of Agriculture & Farmers Empowerment, Govt. of Odisha may also be considered to supply Bio fertilizers following the norms fixed by SLTC only during the approval. They have to produce the SLTC approval order / documents.
43. The manufacturing units of approved organic fertilizer, registered under Fertilizer Control Order (FCO) 1985, Govt. of India may also participate in the bidding process. They have to produce documents of FCO 1985, Govt. of India for production and marketing of Organic Fertilizer / Bio Fertilizer. They must have to produce the marketing license issued at least within one year from Director of Agriculture & Farmer's Empowerment, Govt. of Odisha and at least two years from any other state of India.

**VIII. PENALTIES FOR NON-COMPLIANCES, VIOLATIONS & NON-PERFORMANCE.**

44. On Placement of the supply order if the supplier does not perform his obligations as per the order and within the time limit specified by the concerned officer, such supplier will be blacklisted and department shall reserve all rights to make alternative arrangements to procure the products and the difference of higher cost and other related expenses paid if any will be recovered from the defaulting supplier through appropriate legal action in addition to forfeiting of EMD.
45. Any delay in relation to delivery schedule, the Department shall have the right to reject the late supplies.
46. Violation of any of the terms and conditions of the Tender by the supplier is liable for stringent actions like forfeiting of EMD amount.

**IX. RIGHTS RESERVED:**

47. The tender Accepting Authority reserves the right to reject the tender even after opening of Technical bid or financial bid without assigning any reason whatsoever.



Divisional Forest Officer, Dhenkanal –  
Cum –Chairman Tender Committee

## ANNEXURE-I

### 1. Bio NPK (Proteino Lacto Gluconate Based NPK: ICAR recommended).

### 2. Specification for Vermi compost as per FCO, 1985(As per Technical committee approval).

i.	Moisture ,Percent by Weight	15.0-25.0
ii.	Colour	Dark brown to black
iii.	Odour	Absence of foul odour
iv.	Particle Size	Minimum 90% material should pass through 4.0 mm IS sieve
v.	Bulk density(g/cm <sup>3</sup> )	0.7-0.9
Vi	Total organic Carbon, Percent by weight, minimum	18.00
Vii	Total Nitrogen (as N),percent by weight ,minimum	1.0
Viii	Total phosphates (as (P <sub>2</sub> O <sub>5</sub> ),percent by weight ,minimum	0.8
ix	Total Potassium as (K <sub>2</sub> O),percent by weight ,minimum	0.8
x	Heavy metal content ,(as Mg/Kg),Maximum	-
	Cadmium(as Cd)	5
	Chromium(as Cr)	50
	Nickel(as Ni)	50
	Lead(as Pb)	100

### 3. Specification of FYM/ Compost as per the FCO, 1985 (as per technical committee approval)

I	Moisture, present by weight	15.0-25.0
II	Colour	Dark brown to black
III	Odour	Absence of foul odour
Iv	Particle size	Minimum 90% material should pass through 4.0mm IS sieve
V	Bulk density (g/cm <sup>3</sup> )	<1.0
VI	Total organic carbon, percent by weight, minimum	12.0
VII	Total Nitrogen (as N), percent by weight, minimum	0.8
VIII	Total Phosphate (as P <sub>2</sub> O <sub>5</sub> ), percent by weight, minimum	0.4
IX	Total Potash (as K <sub>2</sub> O), percent by weight, minimum	0.4
X	C:N ratio	<20
XI	pH	6.5-7.5
XII	Conductivity (asdsm <sup>-1</sup> ), not more than	4.0
XIII	Pathogens	Nil
XIV	Heavy Metal content , (as mg/kg) maximum	
	(a) Arsenic ( AS <sub>2</sub> O <sub>3</sub> )	10
	(b) Cadmium (as Cd)	5
	(c) Chromium (as Cr)	50
	(d) Copper (as Cu)	300
	(e) Mercury (as Hg)	0.15
	(f) Nickel (as Ni)	50
	(g) Lead (Pb)	100
	(h) Zinc (Zn)	1000

**NOTE:** In part B, under the heading “Tolerance limit of organic fertilizer”, for the figures and words “0.1 unit for combined Nitrogen, Prosperous and Potassium nutrient”, the figures and words “a sum total of nitrogen, phosphorous potassium nutrients shall not be less than 1.5% City compost and shall be not less than 2.5% in case of Vermi compost”, shall be substituted.

#### 4. Bio-Pesticide

- (i) Entomopathogenic nematode (EPN).
- (ii) Specification for Neem cake (as per technical committee approval)

Moisture content	16%
Particle size	75% passed through 4mm is sieve
Colour	Dark brown
Odour	Neem oil odour
pH	7.1
Ash content	17%
Carbon %	32%
Total Nitrogen	2.50-5.00%
Total Phosphorous	1.50%
Total Potassium	1.40%

#### 5. Poly mulch :-

Thickness	100 micron
Colour	Bi-colour (silver / black)

#### 6. G.I Wiremesh-

(Per Sqmt rate)

GI wire of dia 8 gauge

Zinc coating GSM-1S-2721

Mesh Size 10Cm X 10 Cm.

#### 7. Fibre net Tree gabion

(Per piece rate)

Height-1.5Mt

04 Sides each-0.3Mt=1.2Mt

#### 8. Bamboo Gabion

(Per Piece rate)

cylindrical shape of dia 1'-6" and height 6'-6". Made of bamboo strips closely knitted around 7 nos. strong bamboo pegs leaving 0'-6" top & 1'-0" bottom.

The height of knitted portion 5'-0"

Top- 0'-6"

Bottom- 1'-0"

**Total:- 6'-6"**

**TECHNICAL BID**

To

The Divisional Forest Officer,  
Dhenkanal Division

From

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Sub:- Supply of .....reg.

Ref:- Tender Notification No:- \_\_\_\_\_ Dated: \_\_\_\_\_

**1. TENDERERSPROFILE**

1	Name of the product for which technical bid submitted	
2	Details of EMD paid	a) DD No. : b) DD Date: c) Name of the Bank : d) Amount Rs. :
3	Name & address of the tenderer along with Phone number, Fax number and Email ID	

4	<p>Status of the firm</p> <p>i) Registered firm .</p> <p>ii) Sole proprietorship firm</p> <p>iii) Partnership firm</p> <p>iv) Private limited company/ Public limited company</p>	<p>Please tick ( ) the appreciate furnished documentary proof as shown against each</p> <p>(Registration certificate)</p> <p>.....(Registration certificate, Name &amp; address of the proprietor-Address proof copy)</p> <p>.....(Partnership agreement deed and authorized from other partner to bid for this tender)</p> <p>.....(certificate of incorporation issued by Ministry of Corporate Affairs, Govt. of India.</p>
5	<p>Name of the authorized contact person who deal with this tender matters</p>	
	a) Name	
	b) Designation	
	c) Telephone Number	
	d) Mobile Number	
	e) Fax Number	
	f) Email ID	
	g) PAN Number	
6	<p>GST registration numbers</p>	<p>SGST registration No. ....</p> <p>CGST registration No.....</p> <p>(Please enclose photo copies of Registration certificate or latest renewal certificate)</p>

**II. PRODUCTION PROFILE:** Furnish the following details

- i) Name & Address of the firm:
- ii) Name of the product manufactured / distributed:
- iii) Production details for  
.....product

a) Production Capacity

Address of the Manufacturing premises from where tendered item will be manufactured and supplied	Name of the product	Production Capacity (MT/Ltrs)			Supply capacity MT /Lt per annum
		Per day	Per month	Per annum	

**III. Capacity to supply the quantity of tendered product from all sources**

Sl. No	Name of the product	Per day			Per month			Per annum		
		Own sources	Other sources	Total	Own sources	Other sources	Total	Own sources	Other sources	Total

**Note :- In case of authorized distributor mention the quantity marketed.**

**IV. CLEARANCES / CERTIFICATES:**

Copy of the GST returns filed /  
Certificate for last year :                      Uploaded / Not uploaded.

**V. DECLARATION BY THE TENDERER**

i) I have read and understood the tender terms and condition relevant to tender notification No:-.....date ..... and I have submitted the technical bid in accordance with the terms and condition of the above notification and tender documents.

ii) The information furnished in the Technical bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

iii) I would abide by the terms and conditions governing this tender. In case I fail to supply as per the departmental requirement, I would be fully responsible for all the consequences that may arise and department can exercise appropriate action like black listing in addition to forfeiting of EMD. I shall pay the difference of higher cost involved and other related expenses paid if any for supply of the product.

iv) The financial bid is separately submitted against this tender.

Place:

Date:

Seal & Signature  
of the tenderer

**LIST OF ENCLOSURES TO BE SUBMITTED ALONG WITH TECHNICAL BID APPLICATION**

Sl	Particular	Yes/No
1	Duly filled and signed Technical and financial Bid application.	
2	Copy of the certificate of registration of the firm(issued by the Registrar of the firms)	
3	A copy of the partnership deed (if it is partnership firm)	
4	A copy of the memorandum & Articles of Association(if it is Limited /Private Limited Company)	
5	An Affidavit of ownership(if it is proprietary firm/Sole distributor)	
6	A copy of Authorization for Signing'(If it is a limited / Private Limited Company or a Partnership firm with signature attestation of the authorized person.)	
7	If representative is participating, letter of authorization from the person who has signed the technical and financial Bids to participate in the tender opening & negotiation of rates for items tendered.	
8	Sales Tax/VAT Registration Certificate(Valid)	
9	Sales Tax/VAT Clearance Certificate of last year.	
10	Copy of <b>Registration Certificate</b> issued by the Industries Department.	
11	Copy of <b>Registration Certificate (Form-F)(Manufacturing License)</b> as per FCO, 1985 (Product Wise) for Bio Fertilizers(Carrier Based),Bio Fertilizers (Liquid Based),VAM-Bio Fertilizer , Vermi Compost and City Compost.	
12	Manufacturer and the authorized distributors should submit the copies of <b>Marketing License (Form-A2)</b> obtained by the concerned licensing authority along with the form-O which should be attested by the concerned Licensing authority and containing details of the source firm and name of the product included for marketing as per FCO,1985(product wise) .	
13	Other state manufacturers should submit <b>Marketing permission</b> from Director of Agriculture & Food production,Odisha for marketing their product in odisha and <b>whole sale marketing license(form-A2)</b> obtained from any of the licensing authority in Odisha state along with the copy of the O-Form which should be attested by the concerned Licensing authority and also includes details of the source firm, name of the product for which marketing license is issued.	
14	Copy of <b>recent quality test report</b> (within three months before the date of issue of this notification)from notified laboratories /Govt. Institution for each of the items offered for supply and analysis report should tally with all the parameters as per the specifications given annexure-I	
15	All manufacturers should submit obtained from the respective state Department of Agriculture/Competent authority in the given format only	
16	If the tenderer is a distributor of firm/Firms then a latter of appointment from such firm/firms is to be enclosed.	
17	If tenderer is sourcing the material from other sources for procurement & Supply ,then letter obtained from each firm/firms declaring to supply the product and quantity agreed upon to supply as per specification, as per packing size & as per schedule in case the tenderer is selected for supply, whether enclosed.	

- Note-**
- (i) Legible and readable copies should be attached.
  - (ii) Enclosed document should be dully attested by the component authority.
  - (iii) One set of all documents should be enclosed to each of the technical bid.
  - (IV) All documents enclosed should be in the order be in the given in the checklist.

**Signature of the tenderer**

**FINANCIAL BID**

- 1) Submitted to : The Divisional Forest Officer, Dhenkanal Division  
 2) Submitted by :  
 3) References : Tender notification No: \_\_\_\_\_, Dt: \_\_\_\_\_
- 4) Financial bid submitted for (i) Vermi compost, (ii) De-Oiled Neem cake, (iii) FYM compost, (iv) Bio-Pesticides (Entomopathogenicnematode) (v) Bio NPK( Proteino-lacto-gloconate based NPK, Liquid /Granular) (vi) Anti Termite Material/ Neem base Insecticides (vii) Poly mulch. (viii) G.I. Wire mesh (ix) Fibre net tree gabion (x) Bamboo Gabion
- 5) Rate quoted / tendered as per terms & conditions governing:

Sl. No	Name of the Product	Packing Size	Supply Rate as per packing size (in Rs.)	Qty offered for Tender (In Tons / Liters/ Nos.)		
I	Vermi compost	25kg				
		50kg				
II	De-Oiled Neem cake	25kg				
		50kg				
III	FYM/Compost	50 kg				
IV	Bio -Pesticides (Entomopathogenicnematode)	500gm 1Kg				
V	Bio-NPK (Liquid) (Granular)	500 ML 1 Kg				
VI	Anti Termite Material/ Neem base Insecticides	1 Kg 1 Kg				
VII	Poly mulch	1 Qntl.				
VIII	G.I. Wire mesh	Per Sqmt.				
IX	Fibre net tree gabion	1 Nos.				
X	Bamboo Gabion	1 Nos.				

**Note :**

1. The rate quoted should be inclusive of all taxes, duties, cess, insurance, freight including loading and unloading charges to the destination.
2. The rate quoted should be for the packing size, prescribed in annexure -IV

6) Quantity required to be tendered :-

Sl. No	Name of the Product	Total Quantity required				Total
		PD, Watersheds, Dhenkanal	DDH, Dhenkanal	DFO, Dhenkanal	ADS, Dhenkanal	
I	Vermi compost			285.1 MT		
II	De-oiled Neem cake			0.2 MT		
III	FYM/ Compost			0		
IV	Bio-Pesticides (Entomopathogenic nematode)			0		
V	Bio NPK (Liquid/Granular)			1.8 MT		
VI	Anti Termite Material / Neem base Insecticides,			9.8 MT		
VII	Poly mulch					
VIII	G.I. Wire mesh					
IX	Fibrenet tree gabion			18250 Nos.		
X	Bamboo Gabion					

**7) Declaration by the tenderer**

- i. I have submitted this financial bid against notification No..... dated..... and tender terms and conditions ..... dated.....
- ii. The information furnished in the Technical bid and Financial bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.
- iii. I would abide by the terms and conditions governing this tender. In case if I fail to supply as per the department requirement. I would be fully responsible for all the consequences that may arise the department can exercise appropriate action in addition to forfeiting of EMD. I shall pay the difference of higher cost involved and other related expenses paid if any for supply of the product.
- iv. The financial bid is separately submitted against this tender.

**Place :**  
**Date:**

**Seal & Signature**  
**of the tenderer.**

## **AGREEMENT**

**(To be executed on Rs.200 non-judicial Odisha Government Stamp paper).**

This agreement centered into this day..... 2019 between M/s..... (herein after called "The supplier" which term shall, unless inconsistent with the text, context, meaning or otherwise include their successors, legal representatives or assigns) of one part and the Divisional Forest Officer, Dhenkanal Division the other part, WITNESSES.

It is hereby agreed to between the parties as follows:

- 8) The supplier agreed to supply the (i) Vermi compost, (ii) De-Oiled Neem cake, (iii) FYM compost, (iv) Bio-Pesticides (Entomopathogenic nematode) (v) Bio NPK (Proteino-lacto-gluconate based NPK, Liquid /Granular) (vi) Anti Termite Material/ Neem base Insecticides (vii) Poly mulch. (viii) G.I. Wiremesh (ix) Fibre net tree gabion (x) Bamboo Gabion
1. According to the requirement detailed in the quotation referred to above at the rate and as per the general conditions of supply and purchase already stipulated in tender document. The
  2. The product to be supplied by the supplier shall conform strictly to the specifications and standards already specified.
  3. Supplier shall allow the concerned Fertilizer Inspector to draw the (i) Vermi compost, (ii) De-Oiled Neem cake, (iii) FYM compost, (iv) Bio-Pesticides (Entomopathogenic nematode) (v) Bio NPK (Proteino-lacto-gluconate based NPK, Liquid /Granular) (vi) Anti Termite Material/ Neem base Insecticides (vii) Poly mulch. (viii) G.I. Wire mesh (ix) Fibre net tree gabion (x) Bamboo Gabion sample as per the relevant sections of FCO 1985 and to sign all the necessary documents for drawl of samples and adhere to the instructions of the Fertilizer inspectors for the quality of the product supplied for the programme.
  4. The Manufacturers shall have the sole responsibility of quality and quantity of the product supplied under this tender and consequent supply order. within 15 days from the date of placing the Order  
And any delay in relation to delivery schedule. Department shall have the right to reject the late supplies.
  5. The Department will not entertain any price revision during the validity period of tender or extended period thereof, during the tenure of the continuous period of contract including any revision of existing tax structure or introduction of any new taxes, levis, duties etc.
  6. Validity of Tender: The rates Accepted should be valid till One year from the date of agreement
  7. For breach of the terms of the contract, the district administration will be at liberty to impose the following penalties as mentioned in the Tender Document:
    - (a) On placement of the supply order, if the supplier does not perform his obligations as per the order and within the time limits specified by the concerned officer, such supplier will be blacklisted and department shall reserve all rights to make alternative arrangements to procure the products and the difference of higher cost and other related expenses paid if any will be recovered from the defaulting supplier through appropriate legal action in addition to forfeiting of EMD.
    - (b) Any delay in relation to delivery schedule; the Department shall have the right to reject the late supplies.
    - (c) Violation of any of the terms and conditions of the Tender by the supplier is liable for stringent actions like forfeiting of EM D amount, or any other punishment as deemed fit in the opinion and judgment of the tender accepting authority depending on the nature of violation.In respect of any disputes, the decision of the Collector & District Magistrate, Dhenkanal shall be final. There is no need to arbitrariness in the decision.

**AUTHORISED SIGNATORY OF  
THE SUPPLIER WITH SEAL  
WITNESSES (WITH ADDRESS).**