



**ORISSA UNIVERSITY OF AGRICULTURE & TECHNOLOGY
BHUBANESWAR-751003**

SHORT TENDER NOTICE
(No.948/CVS., Date: 25.03.2018)

Sealed tenders are invited from manufacturers/authorized dealers/supplier having valid GST/PAN for supply of plastic ware & planting materials at different Colleges/ Departments/ Projects located at Bhubaneswar under this University. Interested firms have to download the Tender Documents from the official website of OUAT at www.ouat.nic.in and submit the same along with the required tender fee.

The last date for receipt of tender bids for items by speed post /courier is **29/03/2018 up to 5.00 P.M.** For details on opening of bids, tender fees, important information, terms and conditions, requirements etc. please refer to the tender document, available at www.ouat.nic.in.

Chairman, Central Purchase Committee

TENDER PARTICULARS AND INSTRUCTIONS OF TENDER NOTICE

NO.948/CVS Dt. 25/03/2018

Tender Fees - 1000.00

**CHAIRMAN, CPC-CUM-DEAN CVSC. & AH
ORISSA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
BHUBANESWAR – 751 003**

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1. IMPORTANT INFORMATION

1	Period during which tender document will be available on website www.ouat.nic.in	From 26/03/2018 to 29/03/2018
2	Address for submitting tender offer	Chairman, CPC-cum-Dean CVSc. & AH, OUAT, Bhubaneswar-751003
3	Mode of Submission of Bids	By Indian Postal Speed Post/Courier
4	Deadlines of receipt of tender offer (date and time)	29/03/2018 up to 5.00 pm
5	Date & time of opening of Technical Bid	30/03/2018 at 11.00 a.m.
6	Place of opening of Technical Bid	Radhakrishna Hall, Orissa University of Agriculture & Technology, Bhubaneswar-751003
7	Mode of communication to Technically Qualified bidders	By telephone, email or SMS
8	Date & time of opening of Financial Bid	30/03/2018 at 4.00 p.m.
9	Place of opening of Financial Bid	Radhakrishna Hall, Orissa University of Agriculture & Technology, Bhubaneswar-751003

2. SUBMISSION OF TENDER

The timelines and terms and conditions must be strictly adhered to. University will give preferences to those bidders when bids are received directly from the manufactures. However in some cases of merit, the University may take considerate view for supply by the manufacturers through the exclusive/ authorized dealers.

The tenderer has to submit the tender in two parts for each item; **(1) Part-I: Technical Bid**
(2) Part-II: Financial bid.

3. PART- I – TECHNICAL BID

Submit technical bid separately for each item as per the given format (Table 1)

It should include:

1. A letter from the firm (the manufacturer or the authorized dealer) indicating that they have not been blacklisted/debarred by any government department/institute or State Agricultural University or any organization in India from sale and participating in Tender/quotation
2. Detail technical description of the items as per the format appended (Table 1). **Failure to submit the bid in prescribed format is liable for rejection.**
3. Printed literature indicating photographs and detail technical specification, working CD, Manual and their function must be attached
4. Tender Document Fee in the form of applicable Demand Draft drawn in favour of Comptroller, OUAT, payable at SBI, OUAT Campus branch, Bhubaneswar-751003. **The Tender Bid shall not be accepted without required Tender Document Fee.**
5. A firm participating in more than one item needs to pay tender fee once but needs to attach photocopy of tender fee payment (photocopy of demand draft or bankers cheque) in rest of the item quoted else the bid may not be accepted
6. It is necessary that specific brand, make, model etc. shall be clearly mentioned in the Technical Bid for each item as per the format appended **(Table 1)**
7. If the bid is submitted by an authorized dealer then they must submit an authorization letter as per Annexure IV
8. **Separate list indicating recent users, name of users, address along with contact telephone number and email of users of the equipment (same make and model for which bid has been submitted) must be submitted in the technical bid for each item separately.**
9. Letter from manufacturer indicating year of introduction of the item, period for which spare and service shall be provided and likely date of phase out of the item must be submitted
10. Letter indicating that the quoted item is new and has not been tampered
11. Letter indicating the country and place of origin and assembly of the item
12. Letter from manufacturer indicating that the manufacturer shall provide after sales service during Warranty/Comprehensive Annual Maintenance Contract/Annual Maintenance Contract period if the authorized dealer/bidder fails to provide same

13. The duly filled technical bid in concomitant with minimum technical specifications as in our tender document along with all supporting documents must be submitted in hard copy as well as soft copy in the form of CD/pendrive (soft copy should be mirror copy of the hard copy as per table 1 in MS word version 2007 format with clear mention of name of firm, tender sl.no., Technical bids has to be clearly written on the top of the CD/pendrive, else the bid may be rejected

Table 1: Format for submission of detail specification for each item

Name of the firm with complete address, email & contact no/fax	Sl. No. of the item as per the tender document	Name of the quoted item	Make and Model	Technical specification as in the tender documents	Conformation of technical specifications in the quoted model (yes/no)	Deviation in specifications of the quoted mode	Justification for deviation	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

- a. Mention name of the bidder/firm with complete postal address, email, contact number/fax at column '1'
- b. Specify the serial number of the item as per the tender document at column '2'
- c. Mention the item's name as per the tender specifications at column '3'
- d. Specify make and full make and model name along with model number, if any at column '4'
- e. Mention the technical specifications of the item as per tender document for which bid has been submitted in the same sequence as per tender document at column '5'
- f. In the 6th column write 'yes' against each specification of the 5th column, if the specification of the offered model confirms, otherwise write 'No'
- g. In the 7th column, specify deviations in specifications of the quoted model from the specifications mentioned (same as mentioned in tender document) at column '5'
- h. In the 8th column, specify justification for deviation
- i. The additional specifications, if any along with other comments may be specified at column '9'

4. PART-II- FINANCIAL BID

1. Price should be quoted in Indian Currency only except for imported items. For imported items, bids should be submitted in two parts; (i) in Indian currency which should include cost, rate and amount of discount, packing, forwarding, transportation, all taxes and levies FOR destination (ii) in foreign currency indicating cost, rate and amount of discount, rate & amount of customs duty as per DSIR Certificate, customs clearing charges, packing, forwarding, insurance, transportation and any other taxes and levies FOR destination.
2. EMD @2% of the quoted value (inclusive of all taxes & levies FOR destination).
3. EMD to be submitted separately for each item. Firms submitting one EMD for many items will be liable for rejection.
4. An undertaking indicating that they have not quoted lower price to any other organization in India for the item for which bids have been submitted. If it is found later that have quoted lower price to any other organization, then the difference of cost shall be recovered from the bidder and the bidder may be blacklisted.
5. Detail of basic cost of item, cost of mandatory, auxiliary and consumable parts including prerequisite parts required for **successful installation and demonstration**, all taxes including customs duty and/or sales tax, packing, insurance, forwarding and any other charges as per the **Table 2**.
6. The detailed price break up for each make and model quoted should be given in separate sheet as per Table 2.
7. The price quoted should be **onsite delivery price to different offices/departments of OUAT , Bhubaneswar**
8. The warranty of 3 years is not applicable for planting materials.
9. The warranty of 3 years is not applicable planting material.
10. Deviations of warranty for some items are mentioned against each item separately.
11. Clear attested copy of PAN & GSTIN showing the registered number and photograph (where applicable).
12. Each tender should accompany clear attested copies of Sales Tax clearance certificate from the concerned Sales Tax Authority valid up to 31.03.2018.
13. The firm belonging to outside the state of Odisha should submit clear attested copies of Sales Tax clearance certificate from the concerned Sales Tax Authority of that state valid up to 31.03.2018.
14. **The duly filled financial bid as per table 2 along with all supporting documents must be submitted in hard copy as well as soft copy in the form of CD (in soft copy should be mirror copy of the hard copy as per table 1 in MS word version 2007 format with clear mention of name of firm, tender sl.no., Financial bid has to be clearly written on the top of the CD), else the bid may be rejected.**
15. **Submit financial bid separately for each item as per the given format (Table 2).**
16. Clubbing of many items together shall be liable for rejection.

Table 2: Format for submission of Financial Bid

1	Name of the firm with complete address, email & contact no/fax	
2	Tender Sl. No	
3	Item with Make & model	
4	Technical specifications: same as mentioned in technical bid?	(Yes/ No)
5	Basic Price of complete unit	
6	Educational discount	
7	Price after discount	
8	GST/Customs duty (if any)	
9	Customs clearing charges (if applicable)	
10	Packing and forwarding charges up to destination (if any)	
11	Insurance charges up to destination (if any)	
12	Any other Charges (if any)	
13	On Site Delivery price	

- a. Mention name of firm with complete address, email, fax, telephone no at sl. no. '1'
- b. Mention tender sl. no. at sl. no. '2'
- c. Mention the name of item, make, model, mandatory, auxiliary and consumable parts including prerequisite parts at sl. no. '3'
- d. It is considered that the financial bid offered by the tenderer is as mentioned in technical bid submitted.
- e. Mention basic price of item quoted at sl. no. '3', at sl. no. '5'
- f. Mention rate and amount of maximum educational discount (OUAT is a non profit, non commercial educational institute and hence maximum discount as applicable should be given) on total cost and mention at sl. no. '6'
- g. Calculate price after discount (sl. no. '5' minus sl. no. '6') and mention at sl. no. '7'
- h. Mention rate and amount of GST/customs duty (if applicable) at sl. no. '8'
- i. Mention rate and amount of Customs clearing charges (if applicable) to be mentioned at sl. no. '9'
- j. Mention packing, forwarding charges up to destination (if any) at sl. no.'10'
- k. Mention Insurance charges up to destination (if any) at sl. no.'11'
- l. Mention rate and amount of any other charges along with year wise AMC (Part & Labour), after 3rd year of standard warranty, for 4th and 5th year in amount or, percentage of basic price (if any) at sl. no. '12'
- m. Specify final onsite delivery price at sl. no. '13'.

5. TERMS AND CONDITIONS FOR SUBMISSION OF BIDS

1. All offers and communications should be in English only.
2. The hard copy of tender document available with the University shall be treated as final and binding.
3. Each part of bid (Technical or Financial) along with all required documents and fees has to be put inside separate sealed envelope with clear mention overleaf about name and address of tenderer, the type of bid (Technical bid or Financial bid), tender sl. no. & items for which bid has been submitted. Both the sealed envelopes (Technical bid and Financial bid) have to be put inside another sealed envelope with clear mention of the name and address of the tenderer, tender sl. no. & name of the item for which bid has been placed inside.
4. **Tenderers quoting for more than one item have to follow the same procedure for each item quoted. Clubbing of many items together shall be liable for rejection.**
5. The sealed envelope must show the name of the tenderer, his address and should be subscribed as “Tender for supply of plastic wares and planting materials” on the top of the envelope.
6. The tenders should be addressed and submitted to Chairman, CPC-cum-Dean, C.V.Sc. & A.H. , Orissa University of Agriculture & Technology, Bhubaneswar-751003, Odisha on or before 29/03/2018 up to 05.00 P.M. and will be opened in the Radhakrishna Hall, OUAT, Bhubaneswar 751003 in the presence of the tenderers or their authorized representatives as may be desired as per the date and time mentioned earlier. Tenderer or their authorized representative should submit ID proof and authorization letter before entry into the Conference Hall for participation in the Opening of Tenders failing which they will not be allowed to be present in the opening of Tender Bids.
7. Tender bid (both soft and hard copy) should be sent **by INDIAN POSTAL SPEED POST/ Courier.**
8. Authorised dealers/representative other than manufacturer should produce authorization letter from the manufacturer for participation in the Tender failing which the offer will be summarily rejected. The certificate so furnished should clearly incorporate the period for which such authorization is valid.
9. Tenders shall be fully in accordance with the requirements of the terms and conditions and accompanied with the technical specification, detailed leaflets and make attached there to. Incomplete tenders will be rejected. Telegraphic tenders will not be accepted.
10. Submission of more than one tender by a particular tenderer under different names is strictly prohibited. In case it is discovered later on that this condition is violated, all the tenders submitted by such tenderers would be rejected or contract cancelled and earnest money deposit forfeited.
11. Warantee period, delivery period and post-sale service condition etc. have also to be indicated. The rate to be quoted should be “at onsite destination” inclusive all packing and forwarding charges, all levies and taxes. The rate of such charges also be indicated separately.

- 12. The rates and the conditions of the offer will remain valid for one year from the date of rate contract by OUAT or till the next rate contract is formed, whichever is earlier.**
13. After submission of the tender bids, no change or alternation of the terms and conditions, quoted price will be acceptable on any account.
14. Tenders submitted with over writing or erased or illegible rate/rates will be rejected.
15. Request from tenderers in respect of addition, alternation, modification, corrections etc. of either terms or conditions or rate after opening of the tender may not be considered.
- 16. Tenderers shall carefully examine the terms and conditions of the tender documents and submit an undertaking with authorized signature indicating that they are submitting the bid/s by accepting all terms and conditions laid down in this tender document.**
17. Should a tenderer find discrepancies in or omissions from the specification or other documents or would thereby any doubt as to their meaning should at once notify the Chairman, CPC-cum-Dean, C.V.Sc. & A.H. , Orissa University of Agriculture & Technology, Bhubaneswar-751003, Odisha and obtain clarification in writing. This however, does not entitle the tenderers to ask for time beyond the due date fixed.
18. Verbal clarification and/or information given by the purchaser or its employees or representatives shall not be binding on the purchaser.
19. While, tenders under consideration, tenderers and their representative or other interested parties are advised to refrain from contacting by any means to the purchaser's personnel or representatives on matter relating to the tenders under study.
20. Submission of sealed tender will carry with the implication that the tenderer agrees to abide by all the conditions laid down in this tender.
21. The purchaser, if necessary will obtain clarification on tenders by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary.
22. The undersigned reserves the right to reject any tender on the basis of Technical Bid or accept any tender for a better Technical specification than published in the tender document.
23. In case any tender is rejected on the basis of Technical Bid, the Financial Bid corresponding to that tender will not be opened by the tender committee and would be returned as such to the tenderer.
24. The University reserves the right to call for price negotiation of any item, if the price found to be in higher side. In such cases all the technically qualified tenderers of such item shall be called for price and terms and conditions negotiation is desired.
25. Tenderers violating any guidelines shall be liable for rejection.
26. The successful tenderer has to intimate the indenting officer about the site requirement and any other requirement at least 2 weeks before supply of the items.
27. The rate contract of a particular item does not give guarantee that the item shall be purchased. Purchase shall be made as per the requirement and fund availability.

6. GST

Orissa University of Agriculture and Technology is a reputed public funded, non-profit educational institution committed for imparting quality education and skill in the field of agriculture and allied sciences in the state having valid DSIR Certification. As prescribed by 23rd GST council meeting held on 10th November 2017 and subsequent notification No. 45/2017-Central Tax (Rate) dated 14th November 2017 by Ministry of Revenue, Government of India has recommended 2.5% GST to be applied to scientific and technical instruments, apparatus, equipment (including computers), accessories, parts, consumables and live animals (experimental purpose) etc when supplied to Public funded research institution like OUAT. Accordingly GST rate should be calculated.

7. CUSTOMS DUTY AND GST EXEMPTION

Orissa University of Agriculture and Technology, Bhubaneswar is registered with the Department of Scientific and Industrial Research (DSIR) for purposes of availing **Custom Duty exemption and** GST exemption. The applicable amount of customs duty and GST for our University against DSIR certificate should be mentioned in the financial bid. For detail please refer to PART-II-FINANCIAL BID as mentioned earlier of this document.

8. DISCOUNT

Our institution is a non profit, non commercial pioneer institution in the field of teaching, research and extension in the Agricultural and allied fields. As such we are availing price discount for purchase of equipment's/instruments, etc. The maximum rate of discount on each equipment/instruments may also be indicated in the tender specifically.

9. SUPPLY

Incomplete/ Part supply is not allowed. No transshipment is allowed. The supply will be made to the place of destination. No advance payment can be made.

The materials intended would be delivered by the supplier to such indenting Officers/Departments/Research Projects located at Bhubaneswar without any additional cost. The item's should confirm to the latest relevant, National/International standards and shall be complete in all respect.

Any components, fittings etc. which may not have been specifically mentioned in the tender specifications but are usual and necessary for successful installation and demonstration shall be supplied by the tenderer at no extra cost.

The cost of article damaged in transit or found short at the time of delivery will be deducted from the bill of the firm, in case the firm does not replace the stock within a week from the date of receipt of complaint over post, email, phone or fax.

In case any firm supplies goods of inferior quality which is not in conformity with the approved specifications, the entire stock supplied by the firm will be rejected and the purchaser will not be responsible for any loss sustained by the tenderer on that account.

The articles against all the indents placed by the indenting officer must be supplied in one lot within the period specified in the indent, failing which the earnest money deposit will be forfeited.

Conditional offers and offers qualified by such vogue and indefinite expression as “subject to immediate acceptance”, “subject to prior “will not be considered.

The Central Purchase Committee has the right to cancel any bid (technical or financial) without assigning any reason thereof.

10. AFTER SALES SERVICE

The manufacturer or their authorized dealer (with written permission from the manufacturer) should also sign an agreement with the indenting official in Rs.100.00 court stamp paper (to be borne by the bidder) in presence of Magistrate/Notary regarding after sales conditions (Annexure-V) at the time of supply, else payment shall be held up till such agreement is signed and the cost involved shall be borne by the manufacturer or supplier.

11. WARRANTY

The items being purchased are expected to be used continuously. The reliability and safety of the total installed system and trouble-free operation are, therefore, of prime importance.

12. ANNUAL MAINTENANCE CONTRACT

The period of warranty is to be calculated from the date of successful installation/demonstration at site. The bidder/authorized supplier/manufacturer shall be under the obligation to enter into an Annual Maintenance Contract (**CAMC/AMC beyond warranty period**) (at least for 5 years beyond 3 years warranty) with respective indenters for a minimum further period of five years, renewable if felt necessary, on mutually acceptable rate, terms and conditions after the completion of Warranty period of three years. The scope of CAMC/AMC shall cover at least 2 periodic maintenance and attending breakdown of equipments. The indenting officer shall have to arrange/bear the cost of spares required. All cost towards visiting of engineer and technicians or any other person from the company shall be included in the AMC. Accordingly, the bidder has to offer rates for the AMC structure year-wise in a separate sheet.

13. TRAINING

Both onsite and off-site training to be provided up to the satisfaction of the user/users and all the cost involved shall be borne by the supplier.

14. EARNEST MONEY DEPOSIT

Tenderers shall have to deposit earnest money of 2% of their quoted value (onsite delivery price which shall include cost of equipment including packing, forwarding, insurance, all taxes and levies) of each equipment/instrument/apparatus in shape of Bank draft/Banker's cheque duly pledged in favour of the Comptroller, O.U.A.T., Bhubaneswar – 751003, Odisha payable at State Bank of India, OUAT campus branch, Bhubaneswar – 751003 (IFSC code: SBIN0003341) failing which the tender offer will not be accepted at the time of opening of the tender. No request for adjustment of claims if any will be accepted.

As per Government of Odisha (Industry Department) Rules, the small scale industries situated in Orissa are exempted from deposit of EMD for particular item for which they have registered with EPM. Such firms should submit the documents of registration and other related papers along with their offer.

The earnest money deposit of unsuccessful tenders will be refunded as soon as possible after the tenders are finalized.

No one should submit a tender who is unable to furnish earnest money as indicated above and supply the item within the specified period as indicated in the indent/order issued further quantity in his favour.

In case the items supplied are not found up to the specification and rejected, the supplier should be intimated to take back his stock at his own cost within 3 days from the date of rejection and to replace the same within a week failing which the cost there of will be recovered from his pending bills/EMD.

The supplier shall be responsible for releasing the item from carrier/transporters. The item shall be delivered and installed at the respective place of indent.

15. PERFORMANCE SECURITY

The successful bidders awarded with order should produce Performance Security for an amount of 10% of the value of the contract. The performance security may be furnished in the form of an account payee demand draft, fixed deposited receipt from a commercial bank, bank guarantee from a commercial bank in an acceptable form. The Model Bank Guarantee format is at Annexure –I. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Performance security shall be invoked, when the items aren't supplied as per the purchase order or, when satisfactory service isn't provided during warranty period, AMC (Annual Maintenance Contract) or, CAMC (Comprehensive Annual Maintenance Contract).

Bid security shall be refunded to the successful bidder upon receipt of Performance Security.

16.PAYMENT

Full payment of contract price/billing price shall be paid on receipt of materials at site on verification/installation/demonstration thereof and receipt of performance security (annexure I). Bidder /Firm seeking advance payment have to submit Bank guarantee equal to the advance amount (annexure II).

17.PENALTY

In the event the compliance are not attended to and rectified as per prescribed time under clause AFTER SALES SERVICE the supplier will be liable to a penalty @ 0.5 % of the purchase cost of the item per day till the equipment is brought to functional condition.

18.RIGHT TO ACCEPT/REJECTION OF TENDERS

The right of acceptance of tender and/or awarding contracts rests with the purchaser. The purchaser shall also reserve the right either to reject or accept any/or all tenders, split the orders between different tenders. The purchaser has exclusive right to alter the quantities of materials at the time of placing the final purchase order.

19.SETTLEMENT OF DISPUTE

Suits, if any arising out of the contract shall be filled by either party in a court of law to which the jurisdiction of the High Court of Orissa extends.

**Chairman,CPC-cum-Dean,C.V.Sc. & AH
O.U.A.T, Bhubaneswar 751003**

20.IMPORTANT INSTRUCTIONS

PLEASE READ CAREFULLY BEFORE FILLING UP THE TENDER FORM

1. Tenderer should obtain and/or download and carefully examine the above Notice Inviting Tender and the Tender document, including amendments, if any, and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments.
2. The final Hard Copy of the Tender Document retained in the records of the University will be deemed authentic in case of any dispute at any stage
3. **The following tenders shall be ignored:**
 - a) Tenders submitted by those who do not meet the eligibility and qualification criteria
 - b) Tenders sent by fax/telex/cable/email
 - c) Tenders that do not meet the basic requirements
 - d) Tenders which have minor infirmities/irregularities and the tenderer does not respond to Clarifications sought by the Purchaser within the time specified by him
 - e) Tenders where, in the opinion of the Purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the Purchaser
 - f) Incomplete tenders
 - g) Tenders received without the EMD and tender fee
 - h) Blacklisted/debarred companies/dealers/representatives by Govt. of India, any State Agricultural University or any state/union territory of India.
4. Any tender may be rejected, if:
 - a) The bid price is directly or indirectly indicated in the technical bid
 - b) Tenderer fails to provide required information or provide incorrect information or fail to comply with the instructions in the Tender Document
 - c) **The technical specification have not been submitted in the manner indicated in the Tender Document (Table 1)**
 - d) **The prices are not quoted in the manner indicated in the Tender Document (Table 2)**
 - e) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on requisite financial condition has come to the knowledge of the Purchaser
 - f) Tenderer attempts to influence the Purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract
 - g) Tenderer is disqualified on the grounds of national security or public interest.
5. Purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
6. Purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date up to which its validity is further extended by the tenderer.
7. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

Having carefully gone through the above instructions, the Tender Notice and the Tender Document, we, M/s.....name and complete address of the tenderer), the tenderer, agree to all the terms and conditions mentioned in there in and hereby, make the following offer to supply goods and perform services as per the list requirements, delivery schedule and in conformity with all other conditions in the tender document and amendments thereto.

Authorised Signature with name, designation & Seal

**21. INFORMATION TO BE SUBMITTED BY TENDERER (BIDDER)
(INFORMATION SHEET OF BIDDER)**

1. Name of the tenderer _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number (PAN): _____
6. GST No. _____
7. Name and designation of the person signing and submitting the bid on behalf of the tenderer _____
8. Has the person at **7** above been authorised by a Resolution of the Board of Directors of the Tenderer Company to sign and submit this tender? (Yes/No)
9. Name and complete address of the Tenderer's bankers:
 - a) _____
 - b) _____

Authorised Signature with name, designation & Seal

22.BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Comptroller
Orissa University of Agriculture & Technology
Bhubaneswar 751003

WHEREAS (Name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of purchase order 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 purchase order 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 its obligations in accordance with and due performance of 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 Rs.

..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, 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 your demanding the said debt from the Supplier before presenting us with the demand.

We 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.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank. This guarantee shall be valid up to and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

**23. BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT
(ON NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

The Comptroller
Orissa University of Agriculture & Technology
Bhubaneswar 751003

Dear Sir, we _____ (name & address of bank) hereby refer to the Purchase Order no _____, dated _____ and pro-forma Invoice/Bill no _____ dated _____ between _____ (Name & address of indenting officer), herein after called as indenter and M/s _____, herein after called as supplier in terms of the tender No. _____ for supply of _____ with onsite delivery price of _____.

This guarantee shall be construed as an irrevocable, absolute, unconditional and direct guarantee for an amount of Rs. _____ without regard to the validity, regularity or enforceability of any obligation of the parties to the purchase order & proforma invoice/bill.

The Comptroller, OUAT shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times.

Upon default of the supply & successful installation and demonstration at indenter site, we agree to pay to the Comptroller, OUAT on demand and without any demur the sum of Rs. _____ or any part thereof, immediately upon presentation of a written statement by the Comptroller, OUAT that the amount of said demand is due from the Supplier to the _____ (Indenting officer), OUAT by virtue of breach of supply, installation & demonstration by the Supplier under the terms of the aforesaid purchase order & pro-forma invoice/bill. Notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any Court or Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

The determination of the amount due under the guarantee shall be in the sole discretion of the Dean, College of Vety. Sci. & A.H., OUAT whose decision shall be conclusive and binding on us as guarantor. It is mutually agreed that the Dean, College of Vety. Sci & A.H., OUAT shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said purchase order or to extend the time for performance by the Supplier, from time to time any of the powers exercisable by the Dean, College of Vety. Sci & A.H., OUAT against the Supplier and either to fore bear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any variation or any extension being granted to the Supplier or for any forbearance, act or omission on the part of the Dean, College of Vety. Sci. & A.H., OUAT or, any indulgence by the Dean, College of Vety. Sci & A.H., OUAT to the Supplier or by any such matter or thing what so ever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until _____ and such extended periods, which may be mutually agreed to.

We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said Purchase order. This guarantee will not be discharged due to change in constitution of the Bank or the Contractor. We _____ (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority. This guarantee will not be discharged due to change in the constitution of the Bank or the Supplier.

Very truly yours,

(Name, Seal & Authorised Signature of the Bank and date)

24.MODEL CERTIFICATE OF INSTALLATION

No. _____ Dated

1. Reference Contract No. date

2. It is certified that

- a. M/s _____ have completed installation of _____ (name of equipment) on _____ [date(s)] and Site Acceptance Test (SAT) and other inspection & tests, as stipulated in the purchase order on, _____ [date(s)] to the satisfaction of the Purchaser and user at the designated site _____ (name of the site).
- b. Records of SAT and other inspection & tests are annexed to this Certificate.
- c. Sample test, Software, Instruction Manual & Technical Manual, Soft & hard copies of Documentation, etc. have been taken over (all documents required to be delivered at the time of SAT).

For Tenderer

For Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

25.MANUFACTURERS AUTHORIZATION CERTIFICATE

To

We (name of complete address of manufacturer) is the manufacture of the following equipment.

1.....

2.....

We hereby grant our authorization to M/s (complete name and address of dealer/ representative) to submit, participate and finalize bid in response to your Tender Notice No.948/ CVS, dated 25/03/2018.

We also give guarantee that M/s ...(name and complete address).. is our authorized service centre situated in the state of Odisha/Eastern Region of Odisha and shall provide after sales service during Warranty/CMAC/AMC period. In case M/s(name and complete address)..... fails to meet the after sales service during Warranty/CAMC/AMC period, we shall be liable to provide after sales service during Warranty/CAMC/AMC period directly.

Undertaking:

The Company hereby agrees not to withdraw the authorization or dealership for the sales & service of the above equipment up to at least 3 years from the date of the successful installation at your organization. In case, it happens for the reason whatsoever the company also agrees to take the responsibility for providing the service with spares itself or through its other dealer or agent in India at the same terms & conditions and price submitted by our above current agent or dealer. In case of defaulting, we will be penalized under the Laws of Union of India.

Authorized Signatory

(having the power of Attorney on behalf of the Manufacturer)

Name:

Designation:

Name of the Company/ Firm:

Complete Postal Address:

Telephone no(s):

Fax:

E-mail:

Website:

26. AGREEMENT

This Memorandum of Agreement hereinafter referred to as agreement signed this _____, 2018 by and between the Orissa University of Agriculture and Technology, Bhubaneswar – 751 003 (here in after referred to as OUAT) having its office at Bhubaneswar – 751 003 here represented by the (Indenting Officer) as the first part.

AND

_____ (name of firm), (here in after referred to as _____) having their registered office at _____ (address), and represented by _____ (name, designation and address) (here in after referred to as _____) which shall include and mean their successors, assignees, administrators, executors as the second part. Both the parts have agreed to the followings:

REQUIREMENT BY SUPPLIER AT THE TIME OF SUPPLY

Each equipment is to have permanently attached to it a rating plate on non-corrosive material in a conspicuous position, upon which the total specifications along with the manufacture's name, address etc. are to be engraved.

All the equipment are to be suitably protected, covered in water proof packing and crated to prevent damage or deterioration during transit and storage till the time of installation. The supplier shall be responsible for any loss or damage during transportation, handling or storage due to improper packaging and shall replace such **damaged** parts without extra cost.

SUPPLY AND DELIVERY

The materials indented would be delivered by the supplier to the indenting officers. The equipment should confirm to the approved Specifications and shall be complete in all respect. Any component, fitting etc. which may not have been specifically mentioned in the specifications but which are usual and necessary for the equipments shall be supplied by the supplier at no extra cost.

Articles damaged in transit or found short at the time of delivery/ installation should be immediately replaced to make the whole item operational.

In case the items supplied by the supplier are not found as per the specification and rejected at the time of installation, testing and commissioning, the supplier shall replace the same at once at his own cost for satisfactory performance.

The articles against the indent placed by an indenting officer must be supplied in one lot within the period specified in the indent failing which EMD deposit will be forfeited.

Delivery, installation, testing and commissioning should be completed within 20 days from the date of order.

The supplier shall be responsible for releasing the equipments from the carriers/transporter without any additional charge. After successful completion of installation and

commissioning of the equipment by the supplier at the site, the performance of the equipment shall be demonstrated for trouble free continuous operation, meeting the specified standards. The supplier shall supply all necessary consumables for demonstration.

The installation and commissioning of the systems will be made at the delivery sites within two weeks after delivery with free installation charges by the supplier. After complete installation and demonstration, the Bank Guarantee shall be returned only after receiving the user report by the user and technical committee.

The supplier shall provide free training to the indenting officers.

27. FORMAT FOR CHECKLIST FOR TECHNICAL BID (Please indicate Yes/No)

SL No		Yes/No	Remarks
1	Tender Document Fee		
2	Letter indicating bidder is not blacklisted/debarred by any government Department/institute		
3	Authorization letter (as per annexure IV)		
4	Participation in single or multiple tender	Single/ Multiple	
5	Bid submitted separately for each item		
6	Detail technical description as per the format (table 1)		
7	Make & model specified		
8	Printed literature with detail technical specification		
9	List of user along with contact detail (address, telephone & email of user) for the quoted item		
10	Letter from manufacturer indicating that the manufacturer shall provide after sales service during Warranty/Comprehensive Annual Maintenance Contract/Annual Maintenance Contract period if the authorized dealer/bidder fails to provide same		
11	Letter indicating the country and place of origin and assembly of the item		
12	Duly filled technical bid along with all supporting documents in hard copy as well as soft copy in the form of CD		

Signature of the Authorized person with date & seal

28. FORMAT FOR CHECKLIST FOR FINANCIAL BID (Please indicate Yes/No)

SL No		Yes/No	Remarks
1	EMD @2% of onsite delivery price		
2	Copy of PAN		
3	GST number and certificate		
4	Quoted Price in Indian Currency		
5	Quoted Price in Foreign Currency		
6	Bid submitted separately for each item		
7	Separately submitted EMD for each item		
8	Undertaking indicating not quoting lower price to any other organization in India		
9	Detail of basic cost of item, cost of mandatory, auxiliary and consumable parts including prerequisite parts required for successful installation and demonstration		
10	Detail price break up for each make and model		
11	Onsite delivery price to different offices/departments of OUAT situated throughout Odisha		
12	3-years onsite warranty for the quoted item		
13	AMC beyond warranty period		
14	Letter from Manufacturer stating that if the authorized dealer/bidder fails to provide after sales service during warranty, Comprehensive Annual Maintenance Contract or Annual Maintenance Contract, the manufacturer shall provide onsite after sales service as per warranty and comprehensive annual rate contract or annual maintenance contract without any financial liability to the university and any precondition		
15	Duly filled financial bid in hard copy as well as soft copy in the form of CD		

Signature of the Authorized person with date & seal

29.Details of specifications of items to be purchased

Sl. No.	Name of item	Specification
1	Plastic tray (autoclavable, for handling TC bottles)	Size - 370mm X 430mm X 80mm Colour – White Autoclavable – able to withstand 121°C temperature while autoclaving
2	Plastic crate (plant handling crate)	Outer Size - 650mm X 450mm X 315mm Colour – Blue, Made up of Virgin grade plastic Jali Bottom closed
3	Dutch Rose plants (budded/grafted)	Dutch rose cultivars, Well established budded/grafted plants, in soil base
4	Florist TC gerbera plants	Tissue cultured gerbera plantlets (Florists Gerbera). The tissue cultured plantlets must be in jiffy pots.
5	TC orchid plants (<i>Dendrobium</i> hybrids)	Different varieties of <i>Dendrobium</i> hybrids. Tissue culture plantlets must be healthy, disease free, 6" long.
6	TC <i>Anthurium</i> plants	Different cut flower varieties. Tissue culture plants of 15 cm height with 4-6 leaves.

Chairman,CPC-cum-Dean,C.V.Sc.& A.H