



**ORISSA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
BHUBANESWAR – 751 003**

No. 2494/Dtd.7.8.2018

TENDER NOTICE

Sealed tenders are invited from internationally reputed manufacturers/authorized dealers having valid GST/PAN and Service Centers in India, preferably in Odisha for supply, installation, commissioning and after sale maintenance of Biometric Attendance System at different Colleges/ Departments located at Bhubaneswar as well as at different parts of Odisha 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 bid along with all documents and fee is 31.08.2018 upto 5.00 pm. 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** under section Circular.

**Sd/-
Purchase Committee,
-cum-Director-CBSH,
O.U.A.T, Bhubaneswar 751003**

**TENDER PARTICULARS AND INSTRUCTIONS OF TENDER
NOTICE**

No.2494/CBSH, Dt. 07.08.2018

Tender Fees: Rs.3000/- (non refundable)

**CHAIRMAN
PURCHASE COMMITTEE
-CUM-DIRECTOR, CBSH
ODISHA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
BHUBANESWAR – 751 003**

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1. IMPORTANT INFORMATION

- a. Period during which tender document will be available on website www.ouat.nic.in from 07/08/2018 to 31/08/2018
- a. Late and delayed quotation: Late and delayed tender will not be considered. If, in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening. It will be the sole responsibility of the firm that quotation should reach on or before the due date and time
- b. Address for submitting tender offer : Chairman, Purchase Committee cum Director College of Basic Science and Humanities, OUAT, Bhubaneswar-751003
- c. Mode of Submission of Bids By Indian Postal Speed Post Only,
- d. Deadlines of receipt of tender offer (date and time): 31/08/2018 upto 5.00 p.m.
- e. Date & time of opening of Technical Bid: 01/09/2018 at 11.00 a.m.
- f. Place of opening of Technical Bid: Radhakrishna Hall, OUAT, Bhubaneswar 751003
- g. Mode of communication to Technically Qualified bidders: By telephone, email or SMS
- h. Date & time of opening of Financial Bid: To be intimated to technically qualified bidders by telephone, email or SMS
- i. Place of opening of Financial Bid: Radhakrishna Hall, OUAT, Bhubaneswar 751003
- j. Pre-installation Requirement: The bidder should mention pre-installation requirements for the equipment like ambient temperature, humidity, weather specification, power specifications, etc.
- k. Items provided should meet full performance satisfactions with demonstration to the satisfaction of the user
- l. The quotations must be neatly typed or computer printed. **Hand written offer will be rejected.** Quotations must carry the numbers of GST No. invariably on the top.
- m. Conditional tenders will not be accepted.
- n. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched at the risk of supplier

2. SUBMISSION OF TENDER

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 authorized dealers.

The tenderer has to submit the tender in two parts for each item

- Part-I: Technical Bid**
- Part-II: Financial bid.**

3. PART- I – TECHNICAL BID

It should include:

It should contain required tender fee. The Tender Bid shall not be accepted without required Tender Document Fee.

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. Detail technical description of the equipment/ apparatus as per the format appended (Table 1).

Submit technical bid as per the given format (Table 1)

Failure to submit the bid in prescribed format is liable for rejection.

Printed literature indicating photographs and detail technical specification, working CD, Manual and their function must be attached. Tender Document Fee in the form of applicable Demand Draft drawn in favour of **Comptroller, OUAT, payable at SBI, OUAT Campus branch, Bhubaneswar-751003.**

- a. 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)
- b. If the bid is submitted by an authorized dealer then they must submit an authorization letter as per Annexure IV
- c. 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
- d. 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
- e. Letter indicating that the quoted item is new and has not been tampered
- f. Letter indicating the country and place of origin and assembly of the item
- g. 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
- a. Quotation document (s) and all enclosures must contain the signature of the competent authority of the firm.

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 & 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

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

Name of the firm with complete address, email & contact no/fax	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	Cross reference documents
1	2	3	4	5	6	7	8

4. PART-II- FINANCIAL BID

- a. Price should be quoted in Indian Currency only except for imported items.
- b. 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.
- c. EMD of Rs.50000/- drawn in favour of Comptroller, OUAT, Bhubaneswar in shape of demand draft payable at SBI, OUAT Campus branch.
- d. NSIC/SSI/SME Units are exempted for submitting Bid Security/EMD as per Govt. Of India order. Such firms are requested to submit the cost of tender which shall not be considered for exemption.
- e. An undertaking indicating that they have not quoted lower price to any other organization in India. 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.
- f. 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.
- g. The detailed price break up for each make and model quoted should be given in separate sheet as per Table 2.

- h. The price quoted should be onsite delivery price to different offices/departments of OUAT situated throughout Odisha.
- a. The percentage of taxes must be either inclusive/extra in exact figure **(should not be as applicable)** against Goods and Services Tax (GST) as applicable Gol w.e.f. 01.07.2017.
- b. The exact figure of percentage of discount offered.
- c. It should contain letter confirming 5-years onsite warranty from manufacturer (if warranty is less than 5 years then the additional cost of onsite Comprehensive Annual
- d. Maintenance Contract with zero financial liability to the University must be included for calculating 5 years warranty), else the bid may not be accepted.
- e. The exact days of delivery period, installation & commissioning schedule.
- f. The tenderer must submit a 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 what so ever.
- g. AMC beyond warranty period (year wise at least for 5 years beyond 5 years mandatory warranty).
- h. Clear attested copy of PAN & GSTIN showing the registered number and photograph (where applicable).
- i. Each tender should accompany clear attested copies of Sales Tax clearance certificate from the concerned Sales Tax Authority valid up to 31.03.2018.
- j. 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.
- k. 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.
- l. The Bank/RTGS detail must be submitted along with the quotations /Tenders on the letter head. A Scan copy of the cancelled cheque can also be attached for verification of IFSC code (if required).
- m. The basic price must not be higher than price of the principal, if any additional accessories required, as per enquiry, it must be quoted separately. Price list in case of proprietary items must be submitted

Table 2: Format for submission of Financial Bid

S.N.		
1	Name of the firm with complete address, email & contact no/fax	
2	Make & model	
3	Technical specifications: same as mentioned in technical bid?	(Yes/ No)

4	Basic Price of complete unit	
5	Educational discount	
6	Price after discount	
7	Exact GST/Customs duty (if any)	
8	Exact Customs clearing charges (if applicable)	
9	Packing and forwarding charges up to destination (if any)	
10	Insurance charges up to destination (if any)	
11	Any other Charges (if any)	
12	On Site Delivery price	

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

5. TERMS AND CONDITIONS FOR SUBMISSION OF BIDS

- a. All offers and communications should be in English only.
- b. The hard copy of tender document available with the Chairman, Purchase Committee cum Director, CBSH, OUAT, Bhubaneswar shall be treated as final and binding.
- c. 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), 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, & name of the item for which bid has been placed inside.
- d. The tenders should be addressed and submitted to Chairman, Purchase Committee cum Director, College of Basic Science and Humanities, OUAT, Bhubaneswar, Odisha University of Agriculture & Technology, Bhubaneswar-751003, Odisha on or before 31/08/2018 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.
- e. 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.
 - f. Tender bid (both soft and hard copy) should be sent **by SPEED POST only**. Tenders sent by other than SPEED POST shall not be accepted.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. Warrantee 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.
 - k. 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.
 - l. After submission of the tender bids, no change or alternation of the terms and conditions, quoted price will be acceptable on any account.
 - m. Tenders submitted with over writing or erased or illegible rate/rates will be rejected.
 - n. 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.
 - o. 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.**
 - p. 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 cum Director CBSH, Purchase Committee, OUAT, Bhubaneswar 751003 and obtain clarification in writing. This however, does not entitle the tenderers to ask for time beyond the due date fixed.
 - q. Verbal clarification and/or information given by the purchaser or its employees or representatives shall not be binding on the purchaser.
 - r. 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.

- s. Submission of sealed tender will carry with the implication that the tenderer agrees to abide by all the conditions laid down in this tender.
- t. 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.
- u. 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.
- v. 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.
- w. The Chairman, Purchase Committee 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.
- x. Tenderers violating any guidelines shall be liable for rejection.
- y. All the electrical/electronic equipments should have a provision to be operated as per Indian electricity supply
- z. 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 equipments.
- aa. 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

Odisha University of Agriculture and Technology is a non-profit, non-commercial premier institute engaged in teaching, research at undergraduate, post graduate and PhD level and as such, we do not have any commercial license. Accordingly the GST calculation may be made on the concessional rate. GST must be calculated as per 23rd GST council meeting and amended from time to time applicable for public funded research organisation with valid DSIR certificate.

7. CUSTOMS AND EXCISE DUTY EXEMPTION

Odisha University of Agriculture and Technology, Bhubaneswar is registered with the Department of Scientific and Industrial Research (DSIR regd no. TU/V/RG-CDE (421)/2013,dated 21st February,2017 valid upto 31st August 2021) for purposes of availing **Custom Duty exemption and IGST-SGST exemption**. The applicable amount of customs duty/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 allowed. No trans=shipment 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 and at different parts of Odisha 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 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.

During the warranty period and subsequently, after agreement of AMC, the supplier shall attend to the problems reported by the users of OUAT on a priority basis. For any problem reported, the supplier shall attend within 2 days and rectify the problem within a week. In case of any major breakdown during the warranty period, the supplier will make all necessary arrangements to replace/rectify the supplied equipments/parts within two week of the complaint.

Complaint on any problem will be informed through phone, fax or mail number given by the supplier. The supplier will maintain an inventory of all essential spares and accessories for a minimum period of 10 years from the date of installation.

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.

The supplied devices/item and components shall be covered under **Five-Year comprehensive On-site Warranty from the date of successful demonstration at site (if warranty is less than 5 years then the additional cost of onsite comprehensive Annual Maintenance Contract with zero financial liability to the University must be included for calculating 5 years warranty).**

Warranty of equipment shall start from the date of successful installation and demonstration at site and not from the date of invoice or sale. If the bid is submitted by an authorised dealer/agent, then she/he has to submit a **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 precondition what so ever.**

During Warranty/CAMC period, it shall be the responsibility of the bidder/authorized dealer or manufacturer to provide all essential spares, which may be required for maintenance and trouble-free operation of the devices/components at the supplier's cost.

The bidder has to provide all details including name, address, email id, phone number and mobile number who will provide the services and to whom the complaints are to be lodged. The service provider has to give a stand by equipment/ item till the equipment is restored to normal functioning. In case of very active items, the correction should be made within 24 hours and within 03 days for other items, without any additional charge. Penalty clause will be invoked if the machinery isn't brought into normal functioning within the stipulated period as above. For supply of equipment/ machinery, costing above INR 01 Crore, a service engineer has to be deployed.

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 (**AMC beyond warranty period** (at least for 5 years beyond 5 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 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 Rs.50000/- 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 Odisha 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 Odisha extends.

**Chairman
Purchase Committee
cum-Director CBSH
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 Chairman, Purchase Committee 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/ hand delivery or by courier service
- 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
Odisha 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
Odisha 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 it 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 & proforma 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 Chairman, Purchase Committee whose decision shall be conclusive and binding on us as guarantor. It is mutually agreed that the Chairman, Purchase Committee 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 Chairman, Purchase Committee 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 Chairman, Purchase Committee or, any indulgence by the Chairman, Purchase Committee 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.2494/CBSH, dated 07/08/2018.

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 5 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:

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26. AGREEMENT

This Memorandum of Agreement hereinafter referred to as agreement signed this _____, 2018 by and between the Odisha 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.

Authorised Signature with name, designation & Seal

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 VAT clearance certificate
- 4 GST number and certificate
- 5 Quoted Price in Indian Currency
- 6 Quoted Price in Foreign Currency
- 7 Bid submitted separately for each item
- 8 Separately submitted EMD for each item
- 9 Undertaking indicating not quoting lower price to any other organization in India
- 10 Detail of basic cost of item, cost of mandatory, auxiliary and consumable parts including prerequisite parts required for successful installation and demonstration
- 11 Detail price break up for each make and model
- 12 Onsite delivery price to different offices/departments of OUAT situated throughout Odisha
- 13 5-years onsite warranty for the quoted item
- 14 AMC beyond warranty period
- 15 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
- 16 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

TECHNICAL SPECIFICATION OF THE BIOMETRIC ATTENDANCE SYSTEM

1. Should have fingerprint and RFID credential support
2. Three and above fingerprint templates per user
3. Fingerprint module type - Optical
4. Fast 1:N and 1:1, fingerprint matching speed of 1000 and above fingerprint templates matches per second
5. Unique user capacity of 5000 users
6. There should be provision to switch off the buzzer
7. Should have Power over Ethernet (PoE)
8. Should have IP65 rating, temper detection
9. Should have Ethernet and Wi-Fi facility for communication
10. Tri-colour LED, indication for successful/unsuccessful match and status
11. Input power 12VDC@2A
12. Battery backup for at least 10 hours and up to 72 hours and above on standby
13. CPU - 32 bit microcontroller
14. Should have storage capacity for 50000 events and above
15. Should be robust and compact design as it will be taken to many classrooms
16. The biometric device should be portable and handheld type
17. Should have capacity to manage multiple users and events
18. Should be IP based
19. Integration with third party software
20. Should have web based facility for device configuration and user enrolment
21. RS-485 compatible
22. Should have capability for standalone and network operation
23. Flash memory 512KB and above
24. Humidity 5% to 85% RH Non-condensing
25. Operating temperature 10 degree Celsius to 50 degree Celsius
26. CE and BIS certification
27. Should have software for fingerprint enrolment and authentication
28. Fast data transfer from device to server
29. Should be scalable and modular architecture to meet future requirements
30. Should have facility for user defined customised report generation with customised fields
31. Should have facility to backup
32. Should have waterproof fingerprint sensor with identification time less than one second and verification time less than one second
33. Should have fingerprint sensor Equal Error Rate (ERR) less than 0.1%
34. It should not be necessary to keep the biometric device connected to server/network when taking biometric attendance in the classrooms
35. Should automatically synchronise biometric attendance data with the server when the biometric device is connected to Campus Area Network
36. Should have facility to generate different types of daily, weekly, monthly, quarterly, end of semester attendance reports and as required by the Institute
37. Should have facility to generate class-wise, section-wise, subject-wise, branch-wise/department-wise attendance reports with customised fields and as required by the Institute
38. Automatic data push from biometric devices to the central server
39. Web based management , real time monitoring and control from one place
40. Integration using export, import and sharing database tables
41. Should be flexible and configurable to match needs
42. Should have the central server in the Institute
43. Should automatically synchronise all user registration/fingerprint templates in all the biometric devices
44. Should provide automatic template distribution, once enrolled in one location/department than no need to enrol again on other locations/departments. Student registered through one of the biometric device should be able to give attendance through any one of the biometric devices.
45. Should have facility for report generation in MS-Excel, RTF, CSV, PDF and other formats
46. Should provide automated, fool proof attendance capturing
47. Customised attendance policies

48. Power supply through adapter and battery backup
49. Preferably no keypad on device
50. Time-attendance
51. Integration with the existing Matrix biometric attendance system
52. Devices should be user friendly for carrying it to different classrooms
53. Integration with the existing MySQL database
54. Secure storage of fingerprint templates
55. Should be sturdy, have less weight and easy to operate
56. Automatic synchronisation in between all the biometric devices for both fingerprint templates and attendance data for all users.
57. Accurate and automatic capture and transfer of real time attendance data to the existing MySQL database
58. Software provided with biometric should be capable of creating shifts based on time-table
59. Verification/attendance capturing is done locally and uploaded to the server automatically
60. Multiple fingerprints registration per person to ensure reliability
61. Scratchproof and impact resistance scanner
62. Should support multi location, multi department, multi login with different rights
63. Handheld students attendance biometric devices for marking attendance during the class
64. Possible to configure any number of slots for attendance
65. Class schedule-wise attendance report generation indicating students present in specific class, possible to customise requirements
66. Handheld biometric device with build-in battery and easy to handle by students, person taking attendance
67. Fingerprint enrolment using software or through device and automatic copying of fingerprint templates from one device to other device
68. Device should support communication in pull and push based TCP communication
69. Should be possible to disable keypad of device to avoid misuse in classrooms
70. Should support integration with existing ERP System and support for database level and API level integration
71. The above mentioned are general specifications. During the implementation of the project the supplier should be ready to customise configuration/installation/biometric software as per the Institute's needs.
72. Details of the operating system, database servers, web application framework that will be used for the biometric attendance software should be clearly mentioned in the 'Technical Bid'.
73. All software mentioned in the bid which are not free software and additional software required to run the system will be bought, installed and maintained by the supplier for the term of the contract. The institute will only provide the server and network connections.
74. The biometric attendance system should be installed/configured/customised/implemented by the supplier at the location suggested by the Institute.
75. The entire biometric attendance system will be under guarantee/warranty of the supplier for a period of five years which includes replacement of defective part/maintenance of the biometric system software/devices.
76. Includes installation and configuration of the entire biometric attendance devices/software, student enrolment, customisation as per Institute's needs and implementation for student attendance at OUAT, Bhubaneswar and other campuses in Odisha
77. The successful Tenderer must furnish a warranty for providing free 24x7 post installation comprehensive support during a warranty period of five years from the date of successful installation, configuration, implementation and commissioning of the biometric attendance system.
78. The successful Tenderer must furnish a warranty for providing free post installation comprehensive onsite support during a warranty period of five years from the date of successful installation, configuration, implementation and commissioning.
79. The supplier will also deploy at least two dedicated technical personnel onsite during implementation
80. The bidder should have proper office in Odisha to support and service the OUAT campuses at different locations of Odisha
81. After successful installation, commissioning, customisation and implementation of the entire biometric attendance system by the supplier, the supplier shall impart at least 5 days training for day-to-day operation, administration, configuration to the chosen staffs of the Institute free of cost to the satisfaction of the staffs/officers.

82. The supplier should give undertaking that all components/spares would be made available and comprehensive support will be provided on the whole biometric time attendance system for students for a minimum period of five years
83. The vendor will also provide all the biometric software in compact disk (CD) for the biometric time attendance system.
84. The supplier will also provide a full user and technical manual to operate/administer the biometric attendance system after successful completion of the implementation /installation/ configuration/commissioning of the biometric attendance system by the supplier.
85. The supplier will have to provide all the biometric hardware/software related support and training and any problem/defect occurred during the warranty period will be rectified by the supplier within 3 hours of reporting problem/defect
86. Whenever any system is required to be repaired at the workshop of the supplier's end, alternative system will be provided for the same by the supplier and no transportation/other incidental expenses will be provided by the Institute
87. The bidder will supply and perform all installation, testing, commissioning, customisation, integration, implementation and maintenance of the biometric attendance system for students along with all necessary licenses/software/biometric devices/battery backup unit etc. as per the specifications for OUAT, Bhubaneswar and other campuses situated at different parts of Odisha
88. The bidder has to provide all biometric devices, battery backup unit, software, license etc. required for installation, implementation, testing, commissioning, customisation, integration and maintenance of the biometric attendance system for students and the bidder has to include the commercial for this requirement in their offer.