** ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH**

 **TECHNO CAMPUS, GHATIKIA, P.O.: MAHALAXMI VIHAR,**

 **BHUBANESWAR-751029, ODISHA, INDIA**

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 **Bid No. 2179/ OUTR/CH/2024 Date: 05 / 07 /2024**

**NOTICE INVITNG TENDER/SHORT TENDER CALL NOTICE**

Odisha University of Technology and Research, Bhubaneswar is established by Govt. of Odisha by upgrading the College of Engineering & Technology, Bhubaneswar through Odisha Act 17 of 2021 w.e.f. 8th October 2021 under the ministry of Skill Development and Technical Education. Sealed Tenders are invited in two bid systems from reputed **Original Manufacturers/Registered Firms/Authorised Dealers/Agencies** for supply, installations and commissioning of **Double Beam UV-Visible Spectrophotometer and Rotary Evaporator with Vacuum Pump and chiller** to **School of Basic Science & humanities (Chemistry)** of the **OUTR, Bhubaneswar.**  The tenderers must possess valid up-to-date GST and income tax clearance etc. The last date of submission of tender is **30.07.2024** up to **3 PM** and will be opened on **31.07.2024** at **11.00 AM**. The sealed tender will be received **by Speed Post/Registered Post/Courier only. No hand delivery is acceptable.** Tender received after the scheduled date and time will not be considered. The authority is not responsible for any postal delay. The authority reserves the right to cancel the bids without assigning any reason thereof. For more details please visit the university website [*www.outr.ac.in*](http://www.outr.ac.in) */* [*www.cet.edu.in*](http://www.cet.edu.in)***.***

 Sd/-

 **REGISTRAR**

**Bid No. 2179/ OUTR/CH/2024 Date: 05 / 07 /2024**

**BID PARTICULARS AND INSTRUCTIONS OF TENDER NOTICE**

**FOR**

**SUPPLY, INSTALLATIONS, COMMISSIONING AND TESTING** **OF**

 **DOUBLE BEAM UV-VISIBLE SPECTROPHOTOMETER**

 **AND**

 **ROTARY EVAPORATOR WITH VACUUM PUMP AND CHILLER**

 **FOR**

**School of Basic Science & humanities (Chemistry)**



**ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH**

**Techno Campus, Ghatikia, P.O.: Mahalaxmi Vihar,**

**BHUBANESWAR-751029, ODISHA, INDIA**

website [*www.outr.ac.in*](http://www.outr.ac.in)

**NOTICE INVITNG TENDER**

The Registrar, Odisha University of Technology and Research (OUTR), Bhubaneswar invites sealed tenders from reputed Original Equipment Manufacturers (OEM)/Suppliers/Agencies for supply, installation, testing and commissioning of **Double Beam UV-Visible Spectrophotometer and Rotary Evaporator with Vacuum Pump and chiller** to **School of Basic Science & humanities (Chemistry) OUTR, Bhubaneswar.**  Interested eligible Bidders may obtain detail information and list of items with technical specifications from **the website of the University** [**www.**](http://www.nitdgp.ac.in)**outr.ac.in**

**Critical Information**

 Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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| --- | --- | --- |
|  Sl. No. | Information  | Details |
| 1 | Tender Number and Date  |  |
|  2 | Period during which tender document will be available on website [*www.outr.ac.in*](http://www.outr.ac.in) /[*www.cet.edu.in*](http://www.cet.edu.in) | 27/06/2024 to 30/07/2024 |
|  3 | Tender Fee( Non- Refundable) | Rs. 2,000/- (Rupees Two thousand only) in shape of Demand Draft to be drawn in favour of " (Odisha University of Technology and Research Bhubaneswar drawn on any Scheduled Bank payable at Bhubaneswar)" |
| 4 | Bid security (EMD) : (refundable but Non-interest bearing) ; EMD Amount (Will be accepted only through D.D/Pay Order\*/Insurance Surety bonds/Fixed Deposit Receipt\*/Bank Guarantee /Banker’s Cheque. The bid security is exempted to the bidders, who are registered with MSME only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim. | Rs. 30,000/- (Rupees Thirty thousand only) for Double Beam UV-Visible Spectrophotometer& Rs. 16,000/- (Rupees Sixteen thousand only) for Rotary Evaporator with Vacuum Pump and Chiller in shape of Demand Draft to be drawn in favour of " (Odisha University of Technology and Research Bhubaneswar drawn on any Scheduled Bank payable at Bhubaneswar)"  |
| 5 | Type of Bid | Two Bid ; Cover I - Technical Bid Cover II - Price Bid as per the format |
| 6 | Last date & time for submission of tender | 30./07/2024 upto 3.00 P.M. |
| 7 | Date & time of opening of Technical  | 31/07/2024 at 11.00 A.M. |
| 8 | Date & time of opening of Financial Bid | 31/07/2024 at 11.00 A.M. |
| 9 | On site Warranty | 01 Year from the date of Installation and acceptance by the user |
| 10 | Performance Guarantee  | 5% of Contract value |
| 11 | Delivery  | \_45\_ Days from the date of Purchase Order and installation within 15 days of delivery. |
| 12 | Place of opening of Technical Bid & Financial Bid | Head, School of Basic Science and Humanities (Chemistry) OUTR, Bhubaneswar |
| 13 | For any technical query please contact  | Prof. B.R. Das, Head, School of Basic Sc. & Humanities (Chemistry), Ph. No. 9337673699, e mail : hodchemistry@outr.ac.in |
| 14 | Tender Should be addressed to  | **The Registrar,****Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029** |

### 1. Eligibility of bidders:

### 1.1 Eligibility:

Those who fulfill the following criteria are eligible to participate in the tender.

* + - 1. The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 Or Partnership firm, registered under Partnership Act 1932 Or Registered Proprietorship. The Bidder shall be registered legal entity under relevant act. and a copy of registrations shall be attached with the bids.
1. The bidder must be a reputed **OEM** and/or the Authorized Dealer/Supplier of a reputed manufcturer.
2. If the bidder is an Authorized Dealer of a reputed manufacturer, necessary certificate to this effect from the manufacturer must be enclosed.
3. The bidder must have both sales and service center with qualified Service Engineers. All after sales support should be provided directly by the manufacturer only.
4. The bidder must have the willingness for providing comprehensive maintenance support of the Equipment supplied by him.
5. Minimum Five (5) years’ experience in the field of supply of laboratory equipment.
6. Registration Certificate/Certificate of incorporation, if any, including the certificate of MSME/NSIC/Other for EMD Exemption.
7. Minimum Average Annual Turn Over of the bidder of last 3 financial years (2020-21,2021-22,2022-23) should amount to Rs. 50 lakhs. (The bidder should submit Audited Financial Statement for last 3 years (2020-21,2021-22,2022-23) to this effect).
8. Bidder should have valid GST registration certificate with upto date return.
9. Bidder should have Permanent Account Number (PAN);
10. Copy of Audited Balance sheet, Profit & Loss Statement and Income Tax Return for last three financial year ending on 31st March 2023.
11. Bidder should not have been black listed / Debarred by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission
12. The bidder must provide evidence of successful execution of supply orders with installation and successful after sales support in reputed organizations. Similar Purchase Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities etc.
13. The supplier must have submitted the catalogue of the product along with the technical bid.
14. **2. TENDER COST & EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**
	1. **Tender Cost (non-refundable) of Rs. 2,000/-(Rupees Two thousand only) and EMD / Bid Security (refundable) of Rs. 30,000/- (Rupees Thirty thousand only) for Double Beam UV-Visible Spectrophotometer & Rs. 16,000/- (Rupees Sixteen thousand only) for Rotary Evaporator with Vacuum Pump and Chiller** in the form of Demand Draft (DD) in favour of “Odisha University of Technology and Research” payable at Bhubaneswar drawn on any schedule commercial bank except Co-operative Bank and Gramin Bank.
	2. EMD / Bid Security of unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before the 30 days after the award of contract to successful bidder.
	3. Bidder registered with Ministry of MSME / GoI as per public procurement policy for Micro & Small Enterprises (MSE) are exempted categories from payment of EMD provided that the registration certificates issued by agencies must be valid as on closing date of tender. Micro and Small Enterprises who have applied for registration renewal of registration with any of those agencies / bodies but have not obtained the valid certificate as on close date of tender are not eligible of exemption. The bidder has to submit the Bid Security Form as per the Annexure-IX
	4. Any bid without accompanying with EMD and Tender Cost is liable to be treated as non-responsive and rejected.
	5. The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of contracts, withdraws at any stage after opening of technical bid and who evades or refuses to accept the Award of Contract after being L1 with the period of validity, shall be liable to forfeiture.
15. **3. General Instructions to Bidding Firms**

The tender is to be submitted in two separate sealed Envelopes and further sealed in one Envelope mentioning thereon the **Envelope No.1** and **Envelope No. 2** and contents as indicated below:

3.1. **Envelope Number-1 (Technical Bid)**

Cover forming Envelope -1 of the Tender shall be super scribed with words Technical Bid of “Tender for **Double Beam UV-Visible Spectrophotometer and Rotary Evaporator with Vacuum Pump** **and chiller**” along with tender number and due date.

Envelope number-1 shall contain the DD for EMD & Tender document fees, Qualification documents along with the tender document duly filled up and signed by the Bidding Firm on each page after affixing rubber stamp of the Firm/Agency**.** Qualification documents :

 Such as : > Bid Securing Declaration Form for (Annexure – X)

 > Technical Bid along with literature

 > OEM Authorization Certificate (MAF)

 > Copies of your Income Tax return (last three years i.e. 2020-21,2021-22,2022-23) and copy of PAN

 > List of Items along with specifications.

 > Firm Registration & GST Registration certificate

 > Similar Purchase Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities etc.,

 > Annual average turn over of last 3 financial year

 > Criminal Liability Form

 > All other documents as per attached Annexures (I to XII Except Price BoQ)

3.2 **Envelope Number-2 (Financial Bid)**

Sealed cover forming Envelope -2 of the Tender shall contain **Financial Bid in the prescribed Proforma** which should be super scribed with words **Financial Bid of “Tender for Double Beam UV-Visible Spectrophotometer and Rotary Evaporator with Vacuum Pump and chiller” along with tender number and due date.**

3.3 Both the Sealed covers containing Envelope -1 and Envelope -2, shall be put in another third Envelope and sealed properly super scribing the words “Tender for **Double Beam UV-Visible Spectrophotometer and Rotary Evaporator with Vacuum Pump and chiller**” along with tender number, date and due date addressed to the Registrar, **Odisha University of Technology and Research** (**Erstwhile College of Engineering and Technology), Techno-Campus, Ghatikia, Mahalaxmi Vihar**, **Bhubaneswar-751029 on or before the date & time mentioned in Tender.** Any tender received after the prescribed date & time will not accept.

**CLARIFICATION OF BIDS :**  In case any bidder requires any clarification, bidder can feel free to raise their query on or before the last date of submission of tender document.

1. **4. PERFORMANCE SECURITY GUARANTEE / SECURITY DEPOSIT**
	1. Successful bidder shall have to deposit performance security amount equal to **5% of contract value** within 15 days after issue of Purchase Order, in favour of “Odisha University of Technology and Research” payable at Bhubaneswar drawn on any schedule commercial bank except Co-operative Bank and Gramin Bank” in the form of Demand Draft (DD) / Bank Guarantee (BG) from any Scheduled Commercial Bank except Co-operative Bank. The Security Deposit shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods.
	2. The amount of performance security so withheld will be discharged after the warranty period is over. The Security Deposit will not attract any interest.
	3. If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for OUTR to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
	4. The Security Deposit shall be liable to be forfeited in case of any breach of terms and conditions of the contract.
2. **5. BID PRICES** :

5.1 The bidder shall give FOR destination price, inclusive of all Levies & Taxes for **Double Beam UV-Visible Spectrophotometer and Rotary Evaporator with Vacuum Pump** **and chiller** for OUTR. The price should be indicated as per BOQ/Price Schedule as per the Format under Financial Cover.

5.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

5.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

**6.**  **GUARANTEE/WARRANTY:**

6.1 Comprehensive onsite warranty for 1 (One) year is required. Warranty period will start from the date of installation of items. In case at installation stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace or repair the store under warranty at consignee’s location in India free of cost or if any case it is required to send back to foreign manufacturer / supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.

6.2 The bidder shall be under the obligation of entering into an extended Comprehensive Maintenance Contract with OUTR after completion of the warranty period if felt necessary.

6.3 The scope of extended CMC shall cover maintenance of equipment, spares, components etc. for smooth and reliable operation of the equipment without trouble.

7. **Late and delayed tender** : Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening.

8. **Payments:**

100% Payment through bank transfer (RTGS) will be made after successful installation and commissioning subject to submission of satisfactory performance report by the Head of School of Basic Science and Humanities (Chemistry), OUTR, Bhubaneswar and submission of Tax invoice in triplicate (Including PBG).

**9. Liquidated Damage :** The Liquidated Damages shall be levied, for delay in supply beyond the contractual delivery date at the rate 1% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% of the contract price of the stores the delivery of which is delayed, for each month or part of a month.

**10. Bidders compliance to restrictions on Country sharing land border with India**

 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority/ Department for Promotion of Industry and Internal Trade(DPIIT) as per extant GOI rules.

**GENERAL TERMS AND CONDITIONS**:

1. **BID EVALUATION PROCEDURES**
2. Technical bids will be opened on the specified date & time by Tender Evaluation Committee duly constituted by the competent authority of OUTR Bhubaneswar in the presence of bidder or of their representatives who wish to attend on the basis of Specification and eligibility criteria.

They must bring proper authorisation from their firm/agency at the time of opening of the bids failing which they will not be allowed to participate in the opening process. Short listing will be done on the basis of eligibility criteria mentioned in the tender.

1. The bidders may quote for either category of items or for both the categories.
2. Financial bids of those bidders whose techno-commercial bids are found valid / suitable / acceptable, shall be opened by the Committee on the specified date and time.
3. **CLARIFICATION ON TECHNICAL BID EVALUATION**
4. Technical bids shall be evaluated based on the available documents submitted by the bidder and the methodology adopted by the committee. To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid.
5. University also reserves the right to seek confirmation / clarification from the issuing agency for the supporting documents submitted by the bidder.
6. **FINANCIAL BID PROCEDURE & EVALUATION**
7. The financial bid will be opened only for bidders declared eligible and selected after techno commercial evaluation. The financial bid will be opened on a date fixed after evaluation of techno commercial bids.
8. Tender for this contract will be assessed in accordance with Least Cost Selection i.e. L1 system in each item. The bidder who has quoted lowest total quote in each category will be awarded the contract.
9. **AWARD** of Contract :
10. OUTR Bhubaneswar shall award the contract to the Bidder whose Bid has been determined to be substantively responsive, eligible and qualified, technically suitable and who has offered the lowest evaluated bid price as per evaluation criteria.
11. The Financial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest evaluated bidder in each item.
12. **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**
13. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.
14. An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.
15. OEM should be internationally reputed Branded Company.
16. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.
17. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
18. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
19. **INDEMNITY :** The successful bidder shall indemnify and hold the university harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the contractor.
20. **VALIDITY OF BIDS**
21. The bids shall remain valid and open for acceptance for a period of 90 days from the date of opening of Financial bids.
22. **The authority reserves the right** to accept or reject any bid including the lowest and to cancel the bidding process and reject all bids, at any time prior to award of contract, without assigning to any reason thereof or any obligations to inform the affected bidder or bidders of the grounds for the said action.
23. **Literature / Product Datasheet :** All the quotations must be supported by the printed technical data sheet/ literature and the specifications mentioned in the quotation must be reflected/ supported by such printed technical data sheet/ literature. Buyers will match and verify the data sheet with the product specifications offered. Such offered specifications has to outline the offered parameters. In case of any unexplained mismatch of technical parameters, the bid is liable to rejection. Technical compliance statement of the offered products along with public URL of the quoted products to be submitted in the bid.
24. **Equipment breakdown**: Any Equipment breakdown must be attended to within NBD during the warranty period of the equipment free of cost.
25. **Training:** If required, free training is to be provided as and when required to OUTR faculty members / staff on the operation, maintenance and troubleshooting of the supplied items.
26. **Delivery** : Delivery 45 Days from the date of Purchase Order and installation and commissioning within 15 days of delivery.
27. **PACKING**

13.1. The Goods shall be packed and marked in a proper manner and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the OUTR Bhubaneswar Purchase Order number, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.

13.2. The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.

13.3. All packaging materials shall be non-returnable.

1. **CODE OF INTEGRITY**

**1. Commitments of the BUYER**

1.1 No official of the University, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit will be taken.

**2. Commitments of BIDDERs**

2.1 The BIDDER will take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.4 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.5 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

2.6 The BIDDER should refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.

2.7 The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

1. **Force Majeure:**
2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 15 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussion on either side.
5. **Termination for default:** Default is said to have occurred
6. If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
7. If the supplier fails to deliver any or all of the equipments within the time period(s) specified in the purchase order or any extension thereof granted by OUTR.
8. If the supplier fails to perform any other obligation(s) under the contract.

Under the above circumstances OUTR may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, OUTR may at its discretion also take the following actions: OUTR may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate OUTR for any extra expenditure involved towards goods and services obtained.

1. **REPLACEMEN**T: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender
2. **Applicable Law:**
3. The contract shall be governed by the laws and procedures established by Govt. of India/Govt. of Odisha within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing and subject to exclusive jurisdiction of Competent Court and Forum in Odisha only.

 (b) Any dispute arising out of this purchase shall be referred to the decision of Vice Chancellor, OUTR. The decision of Vice Chancellor shall be final and binding. If either of the parties hereto is dissatisfied with the decision and the dispute persist, the Arbitration shall be held in accordance with the provision of Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.

**P. List of Equipment with Technical Specifications**

### Technical Specifications:

The technical specification of the instruments is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Name of the Items with technical Specifications** | **Unit** | **Qty.** |
| **1** | **Double Beam UV-Visible Spectrophotometer** |  |  |
| Wave length Range | 190-1100 nm or better  | **No** | **01** |
| Lamp Source | Tungsten / Deuterium Lamp  |
| Spectral Bandwidth | 0.5, 1, 2, 5, 20 nm variable or better  |
| Wave length Accuracy | ± 0.1 nm (656.1nm D2) or less  |
| Photometric Absorbance  | +/‐ 4A or better |
| Wave length Reproducibility | ≤0.05 nm (6 measurements at 656.1 nm, SD) or less  |
| Photometric Repeatability | <0.0001 A (at 0.5 A) <0.0001 A (at 1 A)<0.0003 A (at 2 A) or better  |
| Photometric accuracy | ± 0.002A (0.5 A)± 0.003A (1 A)± 0.005 A (at 2 A)± 0.01A (60 mg/L PDC)± 0.01A (430 nm, 600 mg/L PDC) |
| Stray light | < 0.5% (198 nm KCl)< 0.01% (220 nm NaCl)< 0.01% (340 nm, 370nm NaNO2)< 1.0% (300 nm Acetone) |
| Photometric Noise | < 0.00005A (700nm) or less  |
| Baseline flatness | ± 0.0005 A or better  |
| Software  | Licensed Windows 10 or advanced version based user friendly software |
| Cell | One pairs 3.5ml Quartz Cell with10mm path length  |
| Diffused Reflectance Accessory  | Must quote 60mm or suitable integrating sphere with spectral on coating along with powder sample holder  |
| Warranty  | One year  |

**Technical specification of Rotary Evaporator with Vacuum Pump and Chiller** :

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Name of the items with technical specifications**  | **Qty Required**  |
| **1** | **Rotary Evaporator**

|  |  |
| --- | --- |
| Heating Bath Capacity | 4 lit |
| Temperature Range | 20°C to 95°C or more |
| Heating Bath Power | 1300 W  |
| Voltage | 100-120 V,50/60 Hz  |
| Speed Range | 20-280 rpm |
| Rotation Speed | Adjustable upto 280 rpm |
| Temperature display | Digital |
| Condenser Type | Vertical and dry ice condenser available |
| Joint Size | 24/40 standard joint |
| Vapour Duct | Easy removal and handling with the Combi-Clip system |
| Bath Dimensions | 285 x 326 x 219 mm (W x D x H) |
| Weight | Approximately 18 kg (for the version with a vertical condenser) |
| Cooling Options | Compatible with both cold water and external recirculating chillers, enhancing flexibility in cooling setups |
| Glassware | Supplied with essential glassware, including flasks up to 4 liters in capacity |
| Construction | Robust design ensuring longevity and reliable operation, with high-quality materials used in the construction |
| Expandability | Compatible with various accessories and glass assemblies for extended functionalities |
| Flexibility | Allows for independent use of the heating bath for other applications if necessary. |
| Warranty | Two years |
| **Vacuum Pump** |
| Ultimate Vacuum | 10mbar absoulute |
| Pumping Speed | 1.5m3/h |
| Materials | The pump is designed with a chemically resistant PTFE diaphragm, making it durable and suitable for handling aggressive chemicals​ |
| Noise LLevel | Operates quietly with a noise level ranging between 40 and 52 dB, depending on the load​ |
| Voltage | Compatible with a range of voltages (100-240 V), ensuring flexibility in different laboratory settings​ |
| Dimensions | Its compact size allows for space-saving in crowded lab environments​ |
| Weight | Lightweight with an integrated carrying handle, enhancing portability within the lab |
| Warranty | Two years |
| **Chiller** |
| Temperature Range | -20degree to 25degree |
| Cooling Capacity | at 20 degree C - 600 W |
| Flexibility | Allows for independent use of the heating bath for other applications if necessary. |
| Temperature Stability | ±0.1°C |
| Tank Capacity |  5lit or more |
| Warranty | Two years |

 | 01 no. |

|  |  |
| --- | --- |
| **Unit** | **Qty Required**  |
| No. | 1 |

**ANNEXURE - I**

 **CHECKLIST FOR THE TENDERER**

 \*Supportive Documents must enclose for fulfilling Eligibility criteria, to be submitted by the Tenderer

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. |  Particulars  |  Yes/No  | Page No. |
| 1 | Minimum Five (5) years experience in the field of supply of equipment . |  |  |
| 2 | Average Annual Turnover of at least 50 lakhs INR during last 3 financial years i.e. 2020-21, 2021-22 and 2022-23 is required |  |  |
| 3 | Registration Certificate/Certificate of incorporation, if any |  |  |
| 4 | Bid Security (EMD) in shape of DD or Bid Security Self Declaration Form for bid exemption of MSE  |  |  |
| 5 | Tender Cost in shape of DD |  |  |
| 6 | Bidder’s Autorisation Form  |  |  |
| 7 | Registered with GST. Furnish the copy of GST registration certificate and upto date return. |  |  |
| 8 | Permanent Account Number (PAN) Furnish copy of PAN, Copy of IT Return Acknowledgement for the preceding three financial years (2020-21, 2021-22 and 2022-23) |  |  |
| 9 | Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced |  |  |
| 10 | Certificate of Land Border Sharing as per tender annexure |  |  |
| 11 | Manufacturers’ Authorization Form  |  |  |
| 12 | Compliance on Technical Specification |  |  |
| 13 | Criminal liability Form |  |  |
| 14 | Price Schedule  |  |  |

Place:

Date: Name, Signature & Seal of Bidder

 **ANNEXURE – II**

(PRE-QUALIFICATION/ELIGIBILITY)

***PARTICULARS OF THE BIDDERS TO BE FURNISHED IN TECHNICAL BID FOR THE PURPOSE OF QUALIFICATION:***

|  |  |  |
| --- | --- | --- |
| 1. | Name of Organization/Firm/Company |  |
| 2. | Address & Telephone Number(Furnish address proof) |  |
| 3. | Year of establishment must be in similar business for minimum 05 years from the date of submission of BID. |  |
| 4. | Status of the Firm(Company/Firm/Proprietary)*Supporting document to be enclosed.* |  |
| 5. | Name & Mobile Number of Directors/Partners/Proprietor |  |
| 6. | Registered No. of GST. Furnish copies of GST registration certificate alongwith uptodate return.  |  |
| 7. | Permanent Account Number (PAN) Furnish copy of PAN alongwith return of preceding three years (2020-21, 2021-22 and 2022-23) |  |
| 8. | State Average Annual turnover of the company in last 3 financial year 2020-21, 2021-22 and 2022-23. Furnish copies of audited balance sheet & profit & loss account for the last three years Certified Auditor.  |  |
| 9. | Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institution and proof of such supplies should be produced |  |
| 10. | Whether firm is MSEs Unit: YES/ NO(Please Submit the Documentary Evidence for UAM and ownership details.) |  |
| 11. | Bidder should be qualifying under all Land border rule of Central government |  |
| 12 | Detail of Bank A/c. : Name of the A/C Holder |  |
|  | 1. A/C Number
 |  |
|  | 1. Name of the Bank and Branch
 |  |
|  | 1. IFS Code
 |  |

Place:

Date: Name, Signature & Seal of Bidder

**ANNEXURE – III**

 **COMPLIANCE ON TECHNICAL SPECIFICATION**

Specification of the equipment / item (in detail) to be purchased

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Details of Technical Specifications | Whether complied with YES/NO | If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this | If no, attach deviation statement | Remarks (if any) |
|  |  |  |  |  |

Note: Please indicate the page numbers where documents uploaded /attached. The entire tender document should be serially page numbered including enclosures.

N.B.: - 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

 Signature of Tenderer with office seal

**ANNEXURE – IV**

**LETTER OF UNDERTAKING AND ACCEPTANCE OF TERMS & CONDITIONS OF** **BID**

To

The Registrar,

Odisha University of Technology & Research,

Ghatikia, P.O.: Mahalaxmi Vihar,

Bhubaneswar-751 029

Ref : Invitation of Tender Notice No. Dated.

I/We, the undersigned declare that :

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned ‘Bid/Work’ from the web site(s) namely: …………as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I / we have read the entire terms and conditions of the Bid documents from Page No. \_\_\_\_\_\_\_ to \_\_\_\_\_\_ (including all documents like annexure(s) etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your university too have also been taken into consideration, while submitting this acceptance letter.
4. I/We are ready to execute the contract in conformity with the tender document, in case we are found successful as a tenderer.
5. Our bid shall be valid for a period of \_\_\_\_\_ days from the date of Opening of price bid and shall not revoke the same.
6. If our bid is accepted, I/We undertake to comply all other formalities as per the tender document and purchase order.
7. I/we also declare that neither our firm/company/Proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
8. The detailed particulars of the tenderer is mentioned and attached separately.
9. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your university shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours sincerely,

Authorized signatory of the Bidder

(Authorised person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and designation

**ANNEXURE – V**

**MANUFACTURERS' AUTHORIZATION FORM**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid].

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

To:

 [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with terms and conditions of the tender with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [insert date of signing]

**ANNEXURE –VI**

**MODEL FORMAT CERTIFICATE FOR COMPLIANCE TO RESTRICTIONS ON COUNTRIES SHARING LAND BORDER WITH INDIA**

[The Bidder shall fill and provide the certificate for compliance to restrictions on countries sharing land border with India in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should

be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

To

 [insert complete name and address of Purchaser]

“We [insert complete name of Bidder] have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

We [Insert complete name of Bidder] certify that we are not from such a country or; if from such a country, has been registered with the Competent Authority/ Department for Promotion of Industry and Internal Trade(DPIIT). We [Insert complete name of Bidder] hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[ Wherever applicable , evidence of valid registration by the Competent Authority shall be attached.]”

Signature of Bidder (with date and seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Business Address with e-mail and Contact No.)

 **ANNEXURE – VII**

**Bidder’s Authorisation Certificate**

To

**The Registrar,**

**Odisha University of Technology and Research**

**(Erstwhile College of Engineering and Technology)**

**Techno-Campus, MahalaxmiVihar**

**Bhubaneswar-751029**

Sub : Bidder’s Authorisation Certificate

Sir,

With reference to the Tender Notice No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ms./Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <Name>,<Designation>, is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. Her/his contact mobile number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Email id is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. For the purpose of validation, his/ her verified signature is as under.

Thanking you

 The specimen signature is attested below:

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Specimen Signature of Representative)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorizing Authority

Name of Authorizing Authority

 Designation: Company Seal:

**ANNEXURE – VIII**

 **FORM FOR FINANCIAL CAPACITY**

|  |  |
| --- | --- |
|  Description | Financial Years |
| 2020-2021 | 2021-22 | 2022-23 |
| Annual Turnover |  |  |  |
| Net Worth |  |  |  |
| Current Asset |  |  |  |
| Current Liabilities |  |  |  |
| Total Revenue |  |  |  |
| Profit before Tax |  |  |  |
| Profit after Tax |  |  |  |

 **CERTIFICATE BY CHARTERED ACCOUNTANT**

I / We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chartered Accountants, certify that the figures regarding Annual Turnover and profit earned from selling of equipments for the financial years mentioned above in respect of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are checked and found correct and true as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

 NAME , ADDRESS AND CONTACT DETAILS :

UDIN :

**ANNEXURE –IX**

**BILL OF QUANTITY & FINANCIAL BID**

**To**

**The Registrar,**

**Odisha University of Technology and Research**

**(Erstwhile College of Engineering and Technology)**

**Techno-Campus, MahalaxmiVihar**

**Bhubaneswar-751029**

Reg. - Tender for “ **to OUTR”**, – Financial Bid

Sir,

This has reference to your tender for “**Supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to OUTR”**, followed by my technical bid. I have read all the terms and the conditions as stipulated in the technical and financial bid.

I offer my rate in INR as under:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Item Description** | **Unit** | **“A” Qty** | **“B”****Unit Price** | **“C”** **Unit price GST %** | **“D =B+C”****Unit Amount with GST** | **“E= D X A”** **Total Unit Amount with GST** |
| 1 |   | No |   |  |  |   |   |
| 2 |   |  No |   |  |  |  |  |
|   | **TOTAL OF THE ABOVE** |  |  |
|   | **TOTAL AMOUNT IN WORDS :** |

# Please note the following:

1. All quoted prices should be **inclusive of freight, Insurance, taxes and duties etc. up to the Stores of OUTR,** prevailing on the date of proposal submission.
2. Since the price proposal is in INR, OUTR shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time during the currency of the contract.

#

Signature:

For and on behalf of the Bidder

**Name :**

**Seal:**  Date: Place :

 **ANNEXURE – X**

 **BID SECURITY SELF DECLARATION FORM**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security

Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with Odisha University of Technology and Research, Bhubaneswar for a period of Two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

1. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
2. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all

partners to the Joint Venture that submits the bid)

 **ANNEXURE –XI**

 **CRIMINAL LIABILITY UNDERTAKING**

 **(To be given on Company Letter Head)**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

To

The Registrar,

Odisha University of Technology & Research,

Ghatikia, P.O.: Mahalaxmi Vihar,

Bhubaneswar-751 029

The bidder has to furnish a certificate as per the format specified below along with the bid for not committed any offence.

 I …………….…………………………………………………… S/o…………………………………..Resident of ………………………………………………………………………………………………………… do solemnly pledge and affirm that I have not committed any offence.

1. Under the Prevention of Corruption Act 1988; or
2. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
3. I have not been debarred by any Central/State Government Organisation/Bodies for the last 3 years.

 Signature with Designation

 **ANNEXURE-XII**

**Model Bank Guarantee Format for Performance Security**

**WHEREAS**…………………………………………………………………… (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. dated to supply …………………… (description of goods and services) (herein after called “the contract”).

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHERE AS** we have agreed to give the supplier such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of …………………… …………………………………………. (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the ….. day of ………, 20……

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

…………………………………………………………..

(Signature of the authorized officer of the Bank)

………………………………………………………….

Name and designation of the officer

………………………………………………………….

………………………………………………………….

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

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