



**ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH  
GHATIKIA, MAHALAXMI VIHAR, BHUBANESWAR-751 029**

Tender Notice No. **OUTR/SBSH/CY/2024-25/26**

**Date: 21/01/2025**

**NOTICE INVITING TENDER**

Odisha University of Technology and Research, Bhubaneswar invites on line Tenders through **e-procurement (Tenders Odisha) Portal** <https://tendersodisha.gov.in> under two bid systems from Original Equipment Manufacturers/ Distributor/ Authorized Dealers/ Agencies for **“Supply, Installation and commissioning of Incubator Shaker for School of Basic Sciences & Humanities (Chemistry)”** at OTR, details of which are available through **e-procurement (Tenders Odisha) Portal** <https://tendersodisha.gov.in>. The tenderers must possess valid up-to-date GST /income tax clearance etc. The detailed information which may be downloaded from the website [www.outr.ac.in](http://www.outr.ac.in) and <https://tendersodisha.gov.in>. The cost of the tender documents and EMD with a cover should be delivered by **Speed Post/Registered Post or Courier only before last date of submission addressing to The Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029 mentioning the name of the tender, due date and time.** The last date, time of Tender documents is **17/02/2025 up to 6.00 PM** and will be opened on the next day i.e. on **18/02/2025 at 11:00 AM.**

The authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.

**IMPORTANT:** Prospective bidders are advised to regularly visit the University website and **e-procurement (Tenders Odisha) Portal** <https://tendersodisha.gov.in> for any Updates/Corrigendum/Amendment. Any subsequent updates will be announced on the University website and e-procurement Odisha portal.

**REGISTRAR**

Tender Notice No. OUTR/SBSH/CY/2024-25/26

Date: 21/01/2025

**BIDDING DOCUMENTS FOR SUPPLY, INSTALLATION AND COMMISSIONING OF  
INCUBATOR SHAKER**

**FOR**

**SCHOOL OF BASIC SCIENCES & HUMANITIES (CHEMISTRY)**



**ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH**  
Techno Campus, P.O.: Mahalaxmivihar,  
BHUBANESWAR -751029, INDIA

NOTICE INVITING TENDER

The Registrar, Odisha University of Technology and Research (OUTR), Bhubaneswar invites online tenders through e-procurement (Tenders odisha) portal <https://tendersodisha.gov.in> from reputed Original Equipment Manufacturers (OEM)/Distributors/ Suppliers/Agencies for supply, installation and commissioning of Incubator Shaker for School of Basic Sciences & 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.outr.ac.in](http://www.outr.ac.in) and <https://tendersodisha.gov.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.

Sl. No.	Information	Details
1	Tender Number and Date	OUTR/SBSH/CY/2024-25/26 Dated 21/01/2025
2	Period during which tender document will be available on website <a href="http://www.outr.ac.in">www.outr.ac.in</a> & <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>	24/01/2025, 6.00 p.m. to 17/02/2025, 6.00 p.m.
3	Tender Fee( Non- Refundable)	Rs. 1,000/- (Rupees One thousand only) by Demand Draft to be drawn in favour of " <b>Odisha University of Technology and Research Bhubaneswar</b> drawn on any Scheduled Bank payable at <b>Bhubaneswar</b> "
4	Bid security (EMD): (refundable but Non-interest bearing); EMD Amount (Will be accepted only through D.D/Pay Order*/ Banker's Cheque. The bid security is exempted to the MSE bidders only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.	Rs. 10,000/- (Rupees ten thousand) only by Demand Draft to be drawn in favour of " <b>Odisha University of Technology and Research Bhubaneswar</b> " drawn on any Scheduled Bank payable at " <b>Bhubaneswar</b> "
5	Type of Bid	Two Bid; Cover I - Technical Bid Cover II - Price Bid as per the format
6	Date of publishing and time	24/01/2025 at 6.00 p.m.
7	Document download start date and time	25/01/2025 from 10.00 a.m.
8	Last date & time for upload of Bid	17/02/2025 up to 6.00 p.m.
9	Date & time of opening of Technical Bid	18/02/2025 at 11.00 a.m.
10	Date & time of opening of Financial Bid	Through the e-tender portal to be intimated later by e-mail/ WhatsApp to the technically qualified bidders.
11	Pre bid Meeting	No
12	Warranty	03 years from the date of Installation and acceptance by the user

13	Validity of Tender	120 days from the date of opening of technical bid
14	Performance Guarantee	5% of Contract value
15	Delivery	<b>30</b> Days from the date of Purchase Order
16	For any technical query please contact	Prof. B.R Das, HoS, SoBSH (Chemistry) Phone No- 9337673699 Email:- hodchemistry@outr.ac.in
17	DD towards EMD and Tender document fee should be sent addressing to	The Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029

1.2. Please refer eProcurement Tenders Odisha system generated DATE SHEET for Tender ID and Critical Dates.

1.3 The Tender document and details of terms and conditions can be downloaded from our website [www.outr.ac.in](http://www.outr.ac.in) & <https://tendersodisha.gov.in>

1.4 The bidders may submit their bid only through uploading in the eProcurement Tenders Odisha Portal <https://tendersodisha.gov.in>. **No bids received by post or by hand or by FAX/E-mail would be considered for evaluation.**

1.5 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2. Instructions for Online Bid Submission**

2.1 The bidders are required to submit soft copies of their bids electronically on the eProcurement Tenders Odisha Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the eProcurement Tenders Odisha Portal, prepare their bids in accordance with the requirements and submitting their bids online on the eProcurement Tenders Odisha Portal.

2.2 More information useful for submitting online bids on the eProcurement Tenders Odisha Portal may be obtained at: <https://tendersodisha.gov.in>

### **2.3 REGISTRATION**

2.3.1) Bidders are required to enrol on the e-Procurement module of the Govt. of Odisha eProcurement Portal (URL: <https://tendersodisha.gov.in>) by clicking on the link "Online Bidder enrolment". Enrolment on the eProcurement Portal is free of charge.

2.3.2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3.3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Govt. of Odisha eProcurement Portal.

2.3.4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.3.5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

2.3.6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **2.4 SEARCHING FOR TENDER DOCUMENTS**

2.4.1) There are various search options built in the eProcurement Odisha Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the eProcurement Odisha Portal.

2.4.2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the eProcurement Odisha Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.4.3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **2.5 PREPARATION OF BIDS**

2.5.1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.5.2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents -

including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.5.3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.5.4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## 2.6 SUBMISSION OF BIDS

2.6.1) Bids shall be submitted online only at e-Procurement portal: <https://tendersodisha.gov.in>

2.6.2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.6.3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.6.4) Bidder has to select the payment option as "offline" to pay the tender fee /EMD as applicable and enter details of the instrument.

2.6.5) Bidder should prepare the Tender cost and EMD as per the instructions specified in the tender document. The original should be posted/couriered to **The Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029**, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

2.6.6) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2.6.7) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.6.8) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.6.11) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.6.12) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **2.7 ASSISTANCE TO BIDDERS**

2.7.1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2.7.2) Any queries relating to the process of online bid submission or queries relating to e-Procurement module of the Govt. of Odisha eProcurement Portal (URL: <https://tendersodisha.gov.in>) in general may be directed to the 24x7 eProcurement Portal Helpdesk.

2.7.3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the submission of the bids online through the eProcurement Portal (URL: <https://tendersodisha.gov.in>).

NOTE: At any time before the deadline for submission of proposals, the University reserve the right to add / modify / delete any portion of this document by the issuance of a Corrigendum, which will be published on the website and eProcurement Portal (<https://tendersodisha.gov.in>) and will also be made available to the all the Bidders. The corrigendum shall be binding on all the bidders and will form part of the bid documents.



## CONTENTS OF TENDER DOCUMENTS

Sl. No.	Description of Contents	Page No.
1	Eligibility Criteria	9
2	Instruction to Bidders	10-11
3	General Terms and Conditions	11-13
4	General (Commercial) Terms and Conditions	13-15
5	Scope of Work	16
6	Acceptance of Terms and Conditions of Tender (Annexure-I)	17
7	Particulars about Tenderer for Prequalification (Annexure-II)	18
8	Compliance of Technical Specification (Annexure-III)	19
9	Manufacturer's Authorisation form (Annexure-IV)	20
10	Format to Restriction on Countries sharing land border with India (Annexure-V)	21
11	BOQ in Ms Excel Format (Annexure-VI)	22
12	Bid Security Declaration form (Annexure-VII)	23
13	Criminal Liability Form (Annexure-VIII)	24
14	Check List for bidder (Annexure-IX)	25

## 1. Eligibility of Tenderer

### A. 1.1 Eligibility:

Those who fulfil 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 each of registrations shall be attached with the bids.
2. The bidder must be a reputed OEM/ Distributor/ Authorized Dealer/Supplier/ Agency of a reputed manufacturer.
3. If the bidder is an Authorized Dealer/Supplier/ Agency of a reputed manufacturer, necessary certificate to that effect from the manufacturer must be enclosed.
4. The bidder must have both sales and service centre with qualified Service Engineers. All after sales support should be provided directly by the Manufacturer only.
5. The bidder must have the willingness for providing comprehensive maintenance support of the equipment supplied by him.
6. Minimum Three (3) years' experience in the field of supply of Incubator Shaker.
7. Registration Certificate/Certificate of incorporation, if any, including the certificate of MSME/NSIC/Other for EMD Exemption.
8. Minimum Average Annual Turn Over of the bidder of last 3 financial years should amount to Rs. 50 lakhs. (The bidder should submit Audited Financial Statement for last 3 years to this effect, 2021-22, 2022-23 and 2023-24.
9. Bidder should have valid GST registration certificate with up to date return.
10. Bidder should have Permanent Account Number (PAN);
11. Copy of Audited Balance sheet, Profit & Loss Statement and Income Tax Return for last three financial year ending on 31<sup>st</sup> March 2024.
12. 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.

13. The bidder must provide evidence of successful execution of supply orders with installation and successful after sales support in reputed organizations/ institutions like IITs, NITs, NISER etc. Similar Purchase Order copies executed in National Importance Institutions, Central Universities etc. during the last three Financial years.
14. The supplier must have submitted the catalogue of the product along with the technical bid.

## **B. INSTRUCTION TO BIDDERS :**

### **2. TENDER COST & EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- 2.1 Tender Cost (non-refundable) of Rs. 1,000/- (Rupees One thousand only) and EMD / Bid Security (refundable) of Rs. 10,000/- (Rupees ten thousand only)** 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.
- 2.2** 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.
- 2.3** Bidder registered with Ministry of MSME as per public procurement policy for Micro & Small Enterprises (MSE) are exempted from payment of EMD provided that the registration certificates issued by agencies must be valid as on closing date of tender. Copy of the same should be attached. The bidder has to submit the Bid Security Form as per the Annexures.
- 2.4** EMD and Tender Fee should reach physically through speed post/ Registered post/ Courier, in an envelope & super-scripted with the subject, tender reference number addressing to Registrar, **Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029**, Odisha on or before the last date of submission.
- 2.5** The scanned copy of the DD towards tender cost and EMD should be uploaded in the Technical Bid Cover.
- 2.6** Any bid without accompanying with EMD and Tender Cost is liable to be treated as non-responsive and rejected.
- 2.7** 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.

### **3. Amendment to bid documents**

At any time, prior to the date of submission of Bid, authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify

the bid documents by the amendments/ by issuing corrigendum. The amendments will be updated on university website and e-tender Portal.

4. The bidder is expected to have examined all instructions, forms, terms and specification in the Bid Document. Failure to furnish the bid not substantially responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of the Bid.
5. The prospective bidders should keep their offers valid up to 120 days from the date of tender opening.
6. The Technical bids shall be opened on the scheduled date and time (as mentioned in tender eProcurement Portal (URL: <https://tendersodisha.gov.in>)).

### **C. Submission of Bidding documents**

The tender is to be submitted electronically in two separate Cover **No.1 (Cover A)** and **Cover No. 2(Cover B)** and contents as indicated below:

1. Bidders must submit their digitally signed bids in first Cover contains the following documents:

A. Cover 1 Shall contain the scan copy and uploaded of 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 EMD Exemption(Annexure – VII)
  - > Technical Bid along with literature
  - > OEM Authorization Certificate (MAF)
  - > Copies of the Income Tax return (last three years) and copy of PAN
  - > List of Items along with specifications.
  - > Firm Registration Certificate
  - > GST Registration certificate
  - > Similar Purchase Order copies executed in Institutions of National Importance, Central/ State Universities etc.
  - > Annual average turnover of last 3 financial years.
  - > Criminal Liability Form
  - > All other documents as per attached Annexures (I to IX Except Price BoQ)

### **B. Cover 2**

**Price Bid. (Cover -2 in BoQ Ms-Excel format.)**

2. The offer must be submitted in Two Bid - Two covers only though uploading in the eProcurement Portal, before the last date & time for bid submission.

3. Tender document (s) and all enclosures must contain the signature of the competent authority of the firm.

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

**D. GENERAL TERMS AND CONDITIONS:**

**5. PERFORMANCE SECURITY GUARANTEE / SECURITY DEPOSIT**

5.1 Successful bidder shall have to deposit performance security amount equal to **5% of contract value** within a month 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). 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.

5.2 The amount of performance security so withheld will be discharged after the warranty period is over. The Security Deposit will not attract any interest.

5.3 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.

5.4 The Security Deposit shall be liable to be forfeited in case of any breach of terms and conditions of the contract.

**6. BID PRICES:**

6.1 The bidder shall give FOR destination price, inclusive of all Levies & Taxes, installation and commissioning for supply of Incubator Shaker to School of Basic Sciences & Humanities (Chemistry) for OUTR. The price should be indicated as per BoQ/ Price Schedule as per the Format under Financial Cover.

6.2 The price quoted by the bidder shall be valid for 120 days from the date of opening of bid.

**7. GUARANTEE/ WARRANTY:**

7.1 Comprehensive onsite warranty for at least 3 (Three) years.

7.2 Warranty period will start from the date of installation of items.

7.3 If the standard warranty period of OEM is more than above, the same shall be extended by the supplier.

7.4 If the material supplied found to be manufacturing defect/ damaged, wrong design, poor workmanship during the warranty period, the same shall be repaired/ replaced by the OEM at free of cost within a period of 15 days from the date of raise of complain. Any fault in the equipment found during the warranty period shall be attended by the Bidder within 24 hours.

8. In case any unscheduled holiday occurs on the prescribed opening date, the next working day shall be the prescribed date of opening.

**9. 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 Sciences & Humanities, OUTR, Bhubaneswar and submission of Tax invoice in triplicate (Including PBG).

**10. 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.

**11. 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.

**12. BID EVALUATION PROCEDURES**

12.1 Technical bids will be opened on the specified date & time by Tender Evaluation Committee duly constituted by the competent authority of OUTR Bhubaneswar. Short listing will be done on the basis of eligibility criteria mentioned in the tender.

12.2 Financial bids of those bidders whose technical bids are found valid / suitable / acceptable, shall be opened by the Committee to be intimated well in advance.

**13. CLARIFICATION ON TECHNICAL BID EVALUATION**

13.1 Technical bids shall be evaluated based on the available documents uploaded 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.

13.2 If a bidder does not provide clarification on its bid asked for in the University's request for clarification in due date, the bid may be treated as not valid and liable for rejection.

13.3 University also reserves the right to seek confirmation / clarification from the issuing agency for the supporting documents submitted by the bidder.

**14. FINANCIAL BID PROCEDURE & EVALUATION**

14.1 The financial bid will be opened only for bidders declared eligible and selected after technical evaluation. The financial bid will be opened on a date fixed after evaluation of technical bids and will be intimated to all eligible bidders in advance.

14.2 Tender for this contract will be assessed in accordance with Least Cost Selection i.e L1 system. The bidder who has quoted lowest will be awarded the contract.

15. **AWARD OF CONTRACT:**

1. 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.
2. The Financial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest evaluated bidder.

16. **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. 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.
2. 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.
3. OEM should be internationally reputed Branded Company.
4. The bidder must have both sales and service centre with qualified Service Engineers. All after sales support should be provided directly by the manufacturer only
5. 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.
6. 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.
7. 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.
8. **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 purchase under the contract provided by the supplier.
9. **VALIDITY OF BIDS**
  - a) The bids shall remain valid and open for acceptance for a period of 120 days from the date of opening of bids.
  - b) **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.
10. **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.

11. **Equipment breakdown:** Any Equipment breakdown must be attended to within NBD during the warranty period of the equipment free of cost.

12. **Delivery:** Delivery 30 Days from the date of Purchase Order and installation within 15 days from the date of supply.

13. **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 OTR 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.

14. At any time prior to the date of submission of bid, OTR may, for any reason, either of its own or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment / corrigendum. Any such amendment / corrigendum will be duly notified through the University's website and e-procurement (Tenders Odisha) Portal <https://tendersodisha.gov.in>. Prospective bidders are advised to check the both the website every now and then for any amendment / corrigendum.

**17. Installation and Commissioning:**

Installation and Commissioning shall include the following:

- a. Installation and Testing of the Incubator Shaker should be done by the tenderer at no extra cost.
- b. The bidder shall supply the standard accessories, if any for installation and commissioning. It will be the responsibility of the tenderer to provide all necessary spares and consumables, which may be required during installation and commissioning, at no extra cost to purchaser.
- c. The tenderer is to bring their own testing and measuring instruments required for installation, testing, commissioning, which can be taken back after completion.

**18. 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 accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

2.5 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.

## **19. Force Majeure:**

- i) 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.
- ii) 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.

## 20. **Applicable Law:**

- (a) 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, OUTF. The decision of Vice Chancellor shall be final and binding.

## 21. **SCOPE OF WORK**

Supply, installation and commissioning of Incubator Shaker of School of Basic Sciences & Humanities (Chemistry).

### 1. **TECHNICAL SPECIFICATION:**

Name of the instrument with technical Specifications		Unit	Qty.
	<b>Incubator Shaker</b>	<b>No.</b>	<b>01</b>
Sl. No	Technical Specifications		
1	Product description	Incubating shaker required for life-science, pharma, food and cosmetics application with user friendly control system.	
2	Inner chamber capacity	125 L or better	
3	Temperature Range	RT - 60°C or better	
4	Temperature Accuracy(as per DIN 12880)	± 0.5°C or better	
5	Heat transfer mechanism	It should have forced air convection with an adjustable fan speed from 0 – 100% for uniform temperature inside the chamber.	
6	Shaking speed	20 – 250 RPM or better	
7	Shaking platform dimension	30 × 45 cm or better Universal slide out platform should have the capacity to hold various flask sizes from (25ml at-least 35 No's) up-to (2L at-least 2 – 3 No's)	
8	Number of shelves/trays can accommodate	4–6 SS 304 trays should be easily removable. Each trays should hold capacity of 20 – 25 kg.	

9	Internal body material	It should be made of SS304 grade for corrosion resistance & round corner interior for easy cleaning. Transparent viewing window with bright LED lamps for clear observation of samples.	
10	Door	It should be insulated and reinforced with triple layer glass window.	
11	External body material	Powder coated CRCA steel / SS 304	
12	Display control	It should be LCD display with displaying all the important parameters (Like Temperature, Shaking speed, Fan and light adjustment & Timer)	
13	Documents	Manual, Sensor 1- point calibration certificate, Test certificate for decontamination mode & CE certificate	
14	Temperature Control	Microprocessor with PT -100 sensor or Peltier controller	
15	Warranty	3 Years	

## 2. Installation terms & conditions:

The bidder shall supply the standard accessories for installation and commissioning, if any extra items needed during installation apart from their standard package shall be provided by the tenderer without any extra cost.

## ANNEXURE - I

### 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) and uploaded in the e-procurement (Tenders Odisha) Portal <https://tendersodisha.gov.in> for the above mentioned 'Bid' 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 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 – II

### (PRE-QUALIFICATION/ELIGIBILITY)

#### **PARTICULARS OF THE BIDDERS TO BE FURNISHED IN TECHNICAL BID FOR THE PURPOSE OF PRE-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 03 years from the date of submission of BID.	
4.	Status of the Firm (Company/Firm/Proprietary) <i>Supporting document to be enclosed.</i>	
5.	Name & Mobile Number of Directors/Partners/Proprietor	
6.	Registration with GST. Mention number & date. Furnish also copies of GST registration certificate along with up-to-date return.	
7.	Permanent Account Number (PAN) Furnish copy of PAN along with return of preceding three years (2021-22, 2022-23 and 2023-24)	
8.	State Average Annual turnover of the company in last 3 financial years 2021-22, 2022-23 and 2023-24. Furnish copies of audited balance sheet & profit & loss account for the last three years Certified Auditor.	
9.	Must have supplied Incubator Shaker/similar products to reputed Educational or Research Institutions, Central Universities etc. 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.	If OEM have Service Centre in Bhubaneswar, then Contact details, address, toll free numbers should be mentioned in MAF	
13.	Detail of Bank A/c. : Name of the A/C Holder	
	a) A/C Number	
	b) Name of the Bank and Branch	
	c) 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

Sl. No.	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

**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 –V**

**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 – VI**

**To be submitted in COVER B (Financial Bid)**

**BILL OF QUANTITY**

**FINANCIAL BID**

**(To be submitted in Cover-2)**

In Cover 2: As per BoQ in Ms-Excel Format:

Signature:

For and on behalf of the Bidder

**Name:**

**Seal:**

Date:

Place:

**ANNEXURE –VII**

**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

- (a) 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
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse 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 the 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)

**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 ..... aged about ..... S/o.....  
Proprietor/ Partner/ Director of M/s. \_\_\_\_\_  
At: \_\_\_\_\_ Po: \_\_\_\_\_, P.S: \_\_\_\_\_,  
Dist: \_\_\_\_\_ do solemnly pledge and affirm that I/my firm/company have not committed any offence.

- (a) Under the Prevention of Corruption Act 1988; or
- (b) 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.
- (c) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- (d) I/my firm/company have not been blacklisted/debarred by any Central/State Government Organisation/Bodies for the last 3 years.

Signature with Designation of bidder

**ANNEXURE -IX**

**CHECKLIST FOR THE TENDERER**

\*Supportive Documents must be uploaded by the Tenderer

Sl. No.	Particulars	Yes/No	Page No.
1	Minimum <b>Three (03) years'</b> experience in the field of supply of equipment/incubator shaker.		
2	Average Annual Turnover of <b>50 lakhs</b> INR during last 3 financial years i.e. 2021-22, 2022-23 and 2023-24 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	Registered with GST. Furnish the copy of GST registration certificate and up to date return.		
7	Permanent Account Number (PAN) Furnish copy of PAN, Copy of IT Return Acknowledgement for the preceding three financial years 2021-22, 2022-23 and 2023-24.		
8	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		
9	Price Schedule		
10	Certificate of Land Border Sharing as per tender annexure		
11	Manufacturers' Authorization Form		
12	Compliance on Technical Specification		
13	Criminal liability Form		

Place:

Date:

Name, Signature & Seal of Bidder

**ANNEXURE-X**

**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.