



RENEWABLE ENERGY GADGET PROJECT
COLLEGE OF AGRICULTURAL ENGINEERING AND TECHNOLOGY
ODISHA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
BHUBANESWAR-751003

No**10**...../REGP, Date:**16.08.2023**.....

TENDER NOTICE

Sealed tenders are invited from reputed manufacturers/ authorized dealers/agency/suppliers having valid GST/ PAN and Service Centers in India, preferably in Odisha, for supply, installation and commissioning of different items on turn-key-basis as specified in the tender document. Interested firms have to download the tender documents from the official Website of OUAT at ouat.nic.in and submit the same along with the required tender fee and EMD as specified in the tender document. The last date for receipt of tender bids by post (speed post/courier) is 07.09.2023 up to 5.00 PM. For details of opening of bids, important information, terms and conditions, requirements, etc. please refer to the tender document available at www://ouat.nic.in.

P. Pradhan
16/08/2023

Principal Investigator, REGP

Tender No.01/REGP, Date.16.08.2023

Tender Document for

**Supply, Installation, Operation and Maintenance of
Renewable Energy Gadgets at Horticultural Research
Station, OUAT, Bhubaneswar**

RENEWABLE ENERGY GADGET PROJECT
COLLEGE OF AGRICULTURAL ENGINEERING AND TECHNOLOGY
Odisha University of Agriculture and Technology
Bhubaneswar, Odisha-751003
www.ouat.nic.in

Table of Content

Sl No.	Particulars	Page No.
1.	ABOUT OUAT	01
2.	SCOPEOFWORK	02
3.	PERIOD FOR SUPPLY OF ITEMS	02
4.	PRE-QUALIFYINGELIGIBILITYCRITERIA	02
5.	BIDDING PROCEDURE	03
6.	EVALUATIONPROCEDURE	05
7.	THE AWARD OF WORK/SUPPLIES	05
8.	GENERAL TERM & CONDITIONS	05
9.	GENERAL TERMS AND CONDITION FOR GADGETS	07
10.	PAYMENT	08
11.	PRICES	08
12.	WITH HOLDING OF PAYMENT	09
13.	RIGHT OF ACCEPTANCE OF OFFER	09
14.	NEGOTIATIONS	10
15.	COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ ACTIVITIES AT THE TIME OF AWARD	10
16.	APPLICABLE LAW AND JURISDICTION	10
17.	INSURANCE AND MEDICAL	10
18.	INDEMNIFICATION	10
19.	FORCEMAJEURE	11
20.	PENALTY FOR USE OF UNDUEINFLUENCE	11
21.	RIGHT TO VARIATION CLAUSE	12
22.	MODIFICATION AND WITHDRAWALOF BIDS	12
23.	LIQUIDATED DAMAGES (LD)	12
24.	CANCELLATION OF THE CONTRACT	12
25.	CLARIFICATION ON BID DOCUMENTS	12
26.	ANNEXURE-I	13
27.	ANNEXURE-II	15
28.	ANNEXURE-III	16
29.	ANNEXURE-IV	22
30.	ANNEXURE-V	23
31.	ANNEXURE-VI	24
32.	ANNEXURE-VII	25
33.	ANNEXURE-VIII	26
34.	ANNEXURE-IX	27
35.	ANNEXURE-X	29
36.	ANNEXURE-XI	31

Tender No.01/REGP, Dated: 16.08.2023

**ODISHA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, BHUBANESWAR
NOTICE INVITING TENDER (NIT)**

Tender for Supply, Installation, Operation and Maintenance for Renewable Energy Gadgets
at OUAT, Bhubaneswar

ABOUT OUAT

Odisha University of Agriculture and Technology is the second oldest agricultural university of the country and only integrated agricultural university of Odisha. It works with triple mandates of academic research and extension activities for overall development of agriculture and allied areas. The project is being funded by Bureau of Energy Efficiency (BEE), Govt. of India through EIC, Electricity cum PCEI, Govt. of Odisha. This Centre will be utilized for demonstration, trainings, and skill upgradation of the beneficiaries of the scheme.

For and on behalf of Odisha University of Agriculture and Technology, Tenders (two bid systems) are invited for Supply, Installation, operation and maintenance of Renewable Energy Gadgets.

1. CRITICAL DATESHEET

Sl. No.	Particulars	Important Dates	Time	Tender Processing Fee	EMD
1.	Issue of Tender documents	16.08.2023		6000/-	1,00,000/-
2.	Pre-bid Meeting at Meeting Room / through VC	28.08.2023			
3.	Start date for receiving of bids	16.08.2023			
4.	Last date & time for receiving of tender	07.09.2023			
5.	Date & time of opening of Technical Bids	08.09.2023			
7	Publishing of technically qualified bidders	16.09.2023			
8	Date & Time of Financial bid opening	18.09.2023			

2. SCOPE OF WORK

The bidder shall be responsible for supply, installation, operation and maintenance of Renewable Energy Gadgets under O&M on Turn-key Basis, and extend 3 years onsite Guarantee/Warranty for their supplies. The list of renewable energy Gadgets are given in **Annexure –III** of this tender document.

3. PERIOD FOR SUPPLY OF ITEMS

- i. The supply of item shall be required to be made within 30 days for indigenous equipment from the issue of Purchase Order/ Supply order. The schedule of supplies, installations, commissioning of all gadgets should be given in the technical bid.
- ii. The supplied material should be numbered by using good quality paint in the following format: (Tender No.)/ S.No.
- iii. After the supply of Gadgets as mentioned in the Annexure-II and III, the bidder has to execute its installation & commissioning including necessary civil work, electrical work, plumbing work, at the designated site in the location(s) at Bhubaneswar. The cost of the same shall not be paid extra and it should be included in price of the respective gadgets.
- iv. After the installation and commissioning of gadgets the supplier has to provide practical training to users at O&M for minimum period of seven working days about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting and all other areas which are necessary for smooth functioning of machine. No extra cost shall be paid to the successful bidder for imparting this training.
- v. After the installation & commissioning of gadgets, minimum 2/3 trial runs are mandatory.

4. PRE-QUALIFYING ELIGIBILITY CRITERIA

The tenderers must fulfill the following eligibility criteria: -

- i. The bidder should be an established Manufacturer/ Authorized Supplier/ Dealer, Turnkey Solution Provider or EPC (engineering, procurement and commissioning) contractor for Renewable energy Gadgets.
- ii. The bidder's firm must be registered with the appropriate authority and shall be engaged in manufacturing and/ or supply of similar products or turnkey execution of for the last three (3) years. The bidder has to enclose Registration Certificate or any other documentary proof.
- iii. The bidder should provide average annual financial turnover during the last three financial years ending on 31st March 2023. Copies of turnover certificate from Chartered accountant 2020-21, 2021-22 and 2022-23 to be attached as documentary proof.

- iv. The bidder is also required to enclose the successful satisfactory supply/ work order and Completion Certificate/Performance Certificate for work in solar projects for last 03 years ending 2022-23.
- v. The bidder should have PAN, GST Registration, Udyog Aadhar/ Udyam registration and Import License, as applicable in their case and should submit a copy of each of these documents along with acknowledgement copies of the IT Returns for the last 3 financial years.

5. BIDDING PROCEDURE

- 5.1. A **pre-bid Meeting** will be held at OUAT Hrs. on...28.08.2023 at 4 pm .through online mode by the Principal Investigator, Renewable Energy Project OUAT Bhubaneswar, wherein the queries of interested stakeholders will be clarified. The bidders may contact the Principal Investigator, for the link. The PI will present the layout and actual pictures of the available area with them where the centre shall be set up. The provision/availability of electricity and water connection, waste dumping site will be clarified to the bidders by the OUAT.
- 5.2. **Site Visit:** The interested bidders may request for a site visit to the project site at Horticulture Research Station, OUAT. University will facilitate such visit on a date mutually convenient.
- 5.3 Bids shall be submitted by speed post/ courier only.

A. Technical Bid

The following documents, duly signed and stamped, are to be furnished by the Bidder along with Technical Bid as per the tender document:

- i. Proof of permanent address of the firm/Agency/Bidder.
- ii. Tender Document Cost of Rs.6000/- (Tender Fee (Non-refundable) in favour of Comptroller, OUAT payable at Bhubaneswar.
- iii. Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/- (Rupees one lakh only, refundable without any interest)** in the form of Demand Drafts, drawn separately in favour of Comptroller, OUAT payable at Bhubaneswar. The EMD of the non-qualified bidders shall be returned without any interest.
- iv. **“Bid Security Declaration”, if required needs to be submitted as per the format attached at Annexure-VI**, accepting that if they withdraw or modify their bids during of validity etc., their bid shall be rejected and they will be suspended for next one year.
- v. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be)
The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods/items to be supplied as per Tender. Such bidders will upload proper Udyog Adhar Certificate from both side with specified validity and relevant service category.

- vi. A complete list of clients, whom solar gadgets were supplied in past including clients from Govt. /Semi Govt. /Autonomous Bodies/PSUs Institutions/ Private entity/ MSME/ served during last three years with Name, Telephone No, etc along with copies of supply order, may be enclosed.
- vii. Copies of supply order, completion certificate, as per eligibility criteria.
- viii. Details of Bank Account of Bidder i.e. Account No., IFSC Code, MICR No., Bank Name and address, PAN/TAN/TIN/GST, Registration number, if any.
- ix. Copies of Income Tax Return of last 3 financial years (2020-21 and 2021-22, 2022-23).
- x. Copies of turnover certificate from Chartered Accountant for last 3 financial years (2020-21 and 2021-22, 2022-23).
- xi. Copy of last 6 months bank statement
- xii. An authorization letter from the firm in favor of the person signing the tender documents.
- xiii. An attested copy of the certificate of registration/incorporation pertaining to the legal status of the Bidder/Firm/Agency, and Annexure I, II, III, IV and V
- xiv. An undertaking to the effect that the Agency/Firm has not been black listed in India and Abroad (Annexure-V).
- xv. The bidder will be required to give an undertaking on Non-Judicial Stamp Paper (Rs 100/-) that he will supply the goods in accordance with specifications of the supply/work order. At any stage, if it is found that the substandard/deviation from the specifications/ design/ quality has been made by him, he is liable for penalty and legal action.
- xvi. Tender document with Annexure – I to Annexure V duly signed and stamped on each page as acceptance of the terms and condition laid down by the OUAT.
- xvii. **Caution:** All the bidders are specifically informed that while submitting tender, must ensure that signed documents as indicated in the tender documents are mandatory, otherwise tender will be summarily rejected and no second opportunity will be given to submit shortfall documents. In case of less bids, Institute has liberty to invite shortfall documents.

B. Financial Bid

- i. The rates should be only in INR up to F.O.R (Freight on Road) destination basis up to Horticulture Research Station, OUAT.
- ii. The bidders should quote price of individual items, including all mandatory accessories required for successful operation.
- iii. In case of turnkey project, bidders are required to quote price of individual items, mandatory & optional accessories, pre-requisite items like civil work, electrical, PH and any other item/work for successful operation of the complete turnkey setup. If anything is required for successful operation of the turnkey project and the same has not been quoted by the bidder, it shall be borne by the bidder without any addition cost to OUAT.

- iv. Taxes, packing, forwarding, insurance price should be indicated clearly.
- v. The tender not submitted in the prescribed formats or incomplete in detail is liable for rejection. OUAT is not responsible for non-receipt of tender within the specified date and time due to any reasons.

6. EVALUATION PROCEDURE

Tender will be evaluated in following manner:

- i. With regard to the matching of technical specifications of individual Gadget/equipment. A deviation up to $\pm 10\%$ can be considered by the Technical Evaluation Committee (TEC) on the recommendation of the user without compromising with the quality and its major functioning. In this regards, TEC decision shall be final.
- ii. The participating firm/agencies/bidders may be called for presentation before Technical Evaluation Committee on the date and time, as prescribed by the committee. The eligible agencies may be called through email only.
- iii. The financial bids of the technically qualified bidders will only be opened.
- iv. The financial bids of the technically non-qualified bidders will be returned as such.

7. THE AWARD OF WORK/SUPPLIES

The bid of agency quoting lowest for the overall turnkey execution as per the scope of work in their financial bid i.e. L-1 bidder will be accepted as the successful bidder. Supply order will be placed to the successful tenderer/ bidder by the authorized signatory of the institution. Contract, will be signed with the successful bidder after issue of Letter of Award and receipt of Letter of Acceptance from the successful bidder.

8. GENERAL TERM AND CONDITIONS

- i. In case, after Pre-bid meeting (wherever applicable) any modification(s)/addition(s)/deletion(s) or any alternation in the requirement(s)/ specification(s) etc is required, the same will be published on the Host Institutes' website- ouat.nic.in. Therefore, all the bidders are advised to visit our website before filling/submitting their tenders. No separate advertisement/information will be published in this regard in the Newspapers or any other location or any other mode of communication will be adopted.
- ii. The offered rates will be valid initially for a period of one year. During one year if any requirement arises, OUAT, Bhubaneswar can procure the items on same rate & terms & conditions from the L1 agencies.
- iii. EMD/Performance Security of successful bidder may be forfeited, if the bidder withdraws or amends or derogates from the tender in any respect. The successful bidder will submit the Performance Security @ 3% (O.M. 8952/F-FIN-COD-MISC-0007-2019 of Govt. of Odisha, dt 18-03-2021) of supply order in the form of Demand Draft within 15 days of the receipt of Work Order. The validity of Performance Security should be 90 days more than the

- warranty period and it will be retained during the entire period of Warrantee as Security Deposit and will be returned after the satisfactory completion of the Warrantee period without interest within three months after expiry of warrantee period.
- iv. In case the item(s) are fabricated/ finished in the campus, the Contractor/Agency shall ensure the protection of their items at site from fire, floodwater, moisture etc. or any kind of damage at their cost.
 - v. OUAT, Bhubaneswar will not compromise with the quality & standard of the material. At any stage, it is found that supplier has supplied inferior quality or different material or used inferior quality or different SS/MS material as specified in the supply order containing specification(s). Payment shall be made for such items after reasonable deduction(s)/rejection of the lot and forfeiting of Performance Security, as deemed fit, in the circumstances & decided by the Institute.
 - vi. In case of turnkey project, maximum deviation of 10% technical specification shall be allowed. In case it was found that some of the gadgets quoted by the bidder for turnkey project does not come under acceptable limit, the same gadget/part shall be excluded while comparing price bid of the turn key project and same equipment may be purchased separately. If lowest quoted bidder submits an undertaking to provide the said equipments as per OUAT specification within the previous quoted price, then the offer of the L1 bidder may be accepted.
 - vii. The supplier will provide at least three years on-site guarantee, and under guarantee period all the damages shall be repaired/replaced by the supplier at their cost and risk. If equipment has any manufacturing defects, the same will be preferably replaced from another one, or repaired up to client satisfactions. No sub-standard material steel will be accepted.
 - viii. The rates quoted by the bidder shall be complete for supply and placing of the finished items as per the specification(s) and shall be inclusive of all applicable tax, duties loading, unloading, packing, transportation from works to REGP, installation etc and nothing extra/additional shall be payable on these rates.
 - ix. In any case, if tenders are not opened due to any reason, the Tender documents, processing Fee and EMD shall be returned to all bidders.
 - x. Conditional Tender will not be accepted.
 - xi. Tender without tender Fees, EMD/Bid Security Declaration will be summarily rejected.
 - xii. The Institute can ask any clarifications and documents at any stage of the procurement depending upon the circumstances to ascertain quality of material used in manufacturing of items.
 - xiii. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.

- xiv. EMD shall be forfeited in the following cases:-
- a. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
 - b. If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity, fails to supply, install and commission the equipments
 - c. If the Bidder fails to furnish the Performance Security
 - d. If the Bidder fails to sign the agreement.
 - e. Fails to respond to queries by the OUAT, Bhubaneswar.
- xv. If a tender, either the Indian agent on behalf of the Principal/ OEM (Original Equipment Manufacturer) or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- xvi. If an agent submits bid on behalf of 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. While submitting the bids CVC guidelines may take due care.
- xvii. Two agents simultaneously shall not submit bid on behalf of same principal/OEM for same items/ products. Otherwise the EMD may be forfeited

9. GENERAL TERMS AND CONDITION FOR GADGETS:

- i. All gadgets should be compatible with proper voltage supply. Electrical wiring for interconnection of the machines/ Gadgets upto main supply wherever necessary should be supplied along with machines.
- ii. Electrical section, pipe, valve should match the specification of the machine. All components of electrical fittings should be of standard make and as per the Indian standard/ ISO standards.
- iii. To tolerate varying power supply condition there should be heavy duty motors, gear box and proper electric circuit design and appropriate protection. All stainless steel should be welded with non-corrosive grade-
- iv. In case of foundation of the machine/Gadget is required for installation, necessary foundation bolts, pads, washers etc. should be supplied along with foundation drawing and necessary civil work should be carried out by the bidder.
- v. All machines/Gadgets should be complete and ready for production of stated capacity and should be supplied with operation and maintenance manual.
- vi. Machineries and equipment shall consist all accessories, consumables and toolbox in all respects to be provided to run the machines smoothly.
- vii. All the contact parts should be made up of Stainless Steel 316/304 as applicable which is suitable for Centre.
- viii. All machines/equipment should be easy for cleaning.
- ix. The machines/equipment should suit all conditions & can run continuously.

- x. Finished products should have quality similar to norms of BIS// International standards, wherever applicable.
- xi. All machines should be supplied and installed at site by the supplier. Any requirement of unloading, lifting etc. will be arranged by the suppliers.
- xii. All transport charges for shifting, fitting will be responsible of bidder.
- xiii. Any other necessary provisions required for satisfactory operation.
- xiv. **Utilities/Services:** All utilities and services should be supplied as per process requirement like: Heating system, compressed air supply system, raw and soft water supply system, water drainage system, electrical control system, utilities pipes, valve and fitting system etc.

10. PAYMENT

The payment will be made as under:

- i. 33% within weeks' time on receipt of equipment at Renewable Energy Gadgets Centre. The claim will be considered on submission of challan and certified by concerned authority of OUAT, Bhubaneswar.
- ii. 32% on installation of and commissioning at site and verification by concerned authority of OUAT, Bhubaneswar.
- iii. 32% on successful trial run and handing over of plant and machinery to, OUAT, Bhubaneswar.
- iv. 3% amount will be retained as performance security until the completion of warranty period. It will be returned after the satisfactory completion of the Warrantee period without interest within three months after expiry of warrantee period.
- v. TDS @2% (CGST/SGST/IGST as the case may be) shall be deducted and deposited into the supplier's account as per Govt rule.

11. PRICES

- i. The Price to be quoted F.O.R. (Freight on Road) Destination only and it's should be inclusive of taxes, freight, Packing, Transit, Installation, Insurance, Inspection Charges etc.
- ii. Demurrage charges if any will be borne by the supplier only.
- iii. Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.
- iv. Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- v. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take into account their deduction in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- vi. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to

be made during the remaining delivery period as per terms and conditions of the purchase order.

- vii. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- viii. The agency may quote rates of Imported Equipment in INR only including customs duty and clearing charges etc.
- ix. Odisha University of Agriculture and Technology, Bhubaneswar is registered with the Department of Scientific and Industrial Research (DSIR regn. No. TU/V/RG-CDE (421)/2021, dated 25th February, 2022 valid up to 31st August 2025) for purposes of availing Custom Duty exemption and IGST-SGST exemption. The applicable amount of customs duty/ GST for our University against DSIR certificate should be mentioned in the financial bid
- x. Odisha University of Agriculture and Technology is a non-profit, non-commercial premier institute engaged in teaching, research at undergraduate, postgraduate and PhD level and as such, we do not have any commercial license. GST identification number of our university is 21AAAJ0250C1Z1
- xi. The authority (OUAT) reserves the right to accept or reject any/all tenders without assigning any reason(s).
- xii. Tenders not on the prescribed Proforma (attached), without requisite details, EMD and Processing Fee and received after the closing date/time of tenders and tenders with any rider will summarily be rejected. Canvassing in any form will be viewed seriously and if any tendered is found to be resorting to such practices the tender of such firm will be rejected.

12. WITH HOLDING OF PAYMENT

This clause authorizes buyer to withhold payment till end when selected agency fails in its contractual obligation. The standard text of this clause is as under: "In the event of the Selected Agency's failure to submit the Bonds, Guarantees and Documents, supply the deliverables etc as specified in the Contract, the Buyer may at his discretion, withhold any payment until the completion of the Contract".

12. RIGHT OF ACCEPTANCE OF OFFER

- i. The Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the seller shall supply the same at the rate quoted.
- ii. In respect of enquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

13. NEGOTIATIONS

Normally there will be no post tender opening negotiations and it would be only on exceptional circumstances, if considered necessary. This shall be held only with the Agency which is evaluated as L-1 bidder after evaluation of financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

14. COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

15. APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court of Odisha, if required.

16. INSURANCE AND MEDICAL

- i. It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur while carrying out the project activities. Agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. The OUAT, Bhubaneswar shall not be responsible for any such damages.
- ii. Medical facilities (as per law) for professional including insurance of the professional related to the project will be provided by the Agency.

17. INDEMNIFICATION

- i. The Seller shall indemnify and hold the Buyer harmless against all third party claims of infringement of patent, trade mark of industrial design rights arising from use of the stores supplied or any part thereof.
- ii. Agency shall at times indemnify and keep the OUAT, Bhubaneswar indemnified against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.
- iii. Agency shall at all times indemnify and keep, OUAT, Bhubaneswar indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.

- iv. Agency shall at all times indemnify and keep OUAT, Bhubaneswar indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- v. All claims regarding indemnity shall survive the termination or expiry of the contract.

18. FORCE MAJEURE

- i. Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 14 days of its occurrence informs in a written form to the other party.
- ii. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

19. PENALTY FOR USE OF UNDUE INFLUENCE

- i. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
- ii. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.
- iii. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

20. RIGHT TO VARIATION CLAUSE

To take care of any change in the requirement during the period between issue of Tender and conclusion of contract, Buyer reserves the right to increase or decrease the quantity of the required deliverables without any change in the terms & conditions and prices quoted by the Seller. While concluding the contract, the quantity can be accordingly increased or decreased at the same terms of conditions.

21. MODIFICATION AND WITHDRAWAL OF BIDS

The bidders may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by Email but is to be followed by a signed conformation copy by post not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in interval between the deadline for submission of bids and expiry of the period of specified bid validity. Withdrawal and modification of bid during this period will result in forfeiture of Bidder's Bid Security.

22. LIQUIDATED DAMAGES (LD)

In the event of the seller's failure to submit the Bonds/Guarantees/ Documents or/and supply/performance the items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

23. CANCELLATION OF THE CONTRACT

The OUAT, Bhubaneswar shall have the right to terminate the Contract, arising out of finalization of this tender, in part or in full in any of the following cases:

- i. The delivery of the material or start of works is delayed for causes not attributable to Force Majeure for more than 10 days after the scheduled date of delivery.
- ii. When both parties mutually agree to terminate the contract. At any stage without assigning any reason thereon.

24. CLARIFICATION ON BID DOCUMENTS

Bidder requiring any clarification to this Tender Document shall attend the Pre-bid meeting on the date notified by Buyer. Also the bidders may send their queries to the Buyer via email not later than 2 days prior to the Pre-bid meeting on the following email address:

Email: pcpradhan.swce@ouat.ac.in

Annexure- I**Tender Form (Technical Bid)**

(To be submitted by the tenderer on their letter head. All Columns must be filled in. Relevant documents in relation to these must be closed with the technical bid. The bid will be examined on the same.)

S. No.	Particulars	Details (to be filled by the tenderer)	Enclosure Page no.
1.	Name of Firm with address, mobile/phone no. & e- mail.		
2.	Tender fee details (Amount DD no., Bank Name, Amount date)		
3.	EMD details (Amount, DD no., Date, Bank's Name a/c no. a/c holder name, BranchIFSC code)- (as per the mode of submission)		
4.	Bid security declaration, if required		
5.	Type of Firm (Proprietor/ Partnership/ Pvt. Ltd./ Public Ltd.		
6.	Registration Number (Copy to be enclosed)		
7.	Year of Incorporation of the agency (copy to be enclosed) along with the latest registered address of corporate office.		
8.	Length of relevant experience in years		
9.	GST Registration(Copy to be enclosed)		
9.	PAN No. (Copy to be enclosed)		
10.	Please enclose list indicating i.e. Name of organization, details of work, Quantity Amount, Contact/ Phone No., Email address. Please also enclose either PO or performance certificate for each details.		
11.	Annual Turnover of the company in Lakhs of Indian Rupees during last three years. (Copy to be enclosed or certificate issued by CA) a) Financial Year 2020-21 b) Financial Year 2021-22 c) Financial Year 2022-23		

12.	A complete list of clients including clients from Govt./Semi Govt./Autonomous Bodies/PSUs Institutions served during last five years with Name, Telephone No, etc along with copies of supply order.		
13.	The bidders should attach successful satisfactory completion certificates issued by the clients as documentary evidence in support to above eligibility criteria. The certificate should contain date of start, date of completion; value on completion etc.		
14.	Copies of Income Tax Return of last 3 Financial Years		
15.	An authorization letter of the firm in favor of the person signing the tender documents.		
16.	Tender document with Annexure–I to Annexure V duly signed and stamped on each page as acceptance of the terms and condition laid down by OUAT		

The above documents must be enclosed with proper pagination.

Signature.....

Name.....

Address.....

Mobile:.....

Date:-

Seal of firm.

FINANCIAL BID**LIST OF RENEWABLE ENERGY GADGETS/ EQUIPMENTS**

S. No.	Description of Item	Qty	Unit	Unit Rate	GST	Total Amount
I. Solar Cold room						
1.	Description of Gadget, no. 1,2,3....n (As per specification at Annexure III)	01	Nos.			
	Accessories 1, 2,3...n					
	Sub Total					
II. Solar based IoT enabled micro irrigation						
1	Description of Gadgets no. 1,2,3....n (As per specification at Annexure III)	01	Nos.			
..	Accessories 1, 2,3...n					
III. Agrivoltaic System						
1.	Description of Gadgets no. 1,2,3....n (As per specification at Annexure III)	01	nos			
	Accessories 1, 2,3...n					
IV. Solar PV system/ Instruments						
	Description of gadgets no. 1,2,3....n (As per specification at Annexure III)					
	Sub Total					
	Total (I+II+III+IV)					

Date:

Signature of Bidder with Stamp

List of Renewable Energy Gadgets with specifications for Renewable Energy Gadgets

Sl. No.	Name of Renewable Energy Gadgets	Specification	Qty.	Uses
1.	Solar Cold Room(5MT)	<ul style="list-style-type: none"> • Indicative storage capacity- 5MT • Produce to handle – Vegetables, fruits, flowers • Cold room insulation – Poly Urethane Foam,100 mm or 150mm EPS or equivalent • Cold room body – Pre-painted galvanized iron with external GI Structural frame for portability. • Min thermal backup – 125MJ • Pre-Cooling Area size – 5.2 Cubic meters (50 Crates of 20kg each) • Staging Room size – 16.6 Cubic meters • Minimum Compressor capacity – 2.0 TR • Temperature range – 4-10 Degree C (Sensor enabled) • Humidity range – 65-95% (Sensor enabled) • Refrigerant used – R407F/R134A or any other with zero ODP and GWP ,2000 • Backup Type – Air cooling using thermal energy storage • Air flow and static pressure – Cooling air flow in cubic meter per hour- 3000 Static pressure in Pa-100 • Condensing unit – Type: variable speed Compressor type: Semi-hermetic reciprocating/ rotary/ scroll • Backup duration – 24-30 hours (5.5 kWh/m2/day solar radiation) Remote Monitoring – GPRS or Wi-Fi logging/ connectivity • Remote monitoring parameters- Cold room temp., cold room humidity, ambient temp., Solar energy generation, grid energy consumption, compressor speed and on-off state • Pre-cooling-500 kg on solar in 6 Hrs • Total connected power-5.0 kWp solar panels or 5 kVA Grid 	1	For demonstration of solar cold storage for storage of vegetables, fruits and flowers

Sl. No.	Name of Renewable Energy Gadgets	Specification	Qty.	Uses
		<ul style="list-style-type: none"> Power supply- Solar PV as well as grid with auto-switching based on power availability Auxiliary Battery-24 V 240 Ah 		
2.	Solar energy based IoT enabled micro irrigation	<ul style="list-style-type: none"> 2 HP solar submersible pump set with controller complete with PV modules and mounting structures 	1 set	For operation of solar based micro irrigation
<ul style="list-style-type: none"> Irrigation IoT controller with capacity of more than 10 input/ output Solenoid Valves Remote Transmission Unit(RTU) Voltage stabilizer (1 KVA) Accessories and fittings 		1 unit	do	
<ul style="list-style-type: none"> Installation and commissioning IoT based controller complete with earthing and lightning arrester. 		1 unit	do	
<ul style="list-style-type: none"> Installation of drip irrigation system for Vegetables 		2000 sqm	do	
3.	40 kW Agro-voltaic project for crop production (Design, Installation and commissioning of grid tied Solar Photo Voltaic (SPV) power plant of 40 kWp consists of SPV array, module mounting structure, power conditioning unit consisting of maximum power point tracker, Inverter, controls and protection, interconnected cables and switches with net metering facility).	<ul style="list-style-type: none"> The bidder is required to design the complete system as per technical specification given as well as connectivity needs using the solar PV modules/Power Conditioning Unit and Agrivoltaics system with automatic panel cleaning system. The Module Mounting Structure (MMS) must be designed to be completely sturdy withstanding high wind speed on the ground upto 200km/hr. Adequate Protection must be provided as per the requirement of the site by taking lightning and other climatic conditions etc. Array Junction Box, Module Junction Box, Separate DCDB & ACDB etc must be provided Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available 	1	For demonstration of Agrivoltaic system.

Sl. No.	Name of Renewable Energy Gadgets	Specification	Qty.	Uses
		<p>and applicable</p> <ul style="list-style-type: none"> • The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of mono crystalline modules of minimum 545Wp and above wattage conforming to Grade A/ TIER1 of reputed make. • The front module surface shall be impact resistant, low iron, high transmission toughened glass of min thickness 3.5mm • PV modules must be tested and approved by one of the MNRE/IEC authorized test centers • Galvanized MS mounting structures may be used for mounting the modules/ panels/arrays and should be erected at a height of 1.5m, 2.1m, 2.7m &3.3m for each array out of total 4 arrays. The spacing between arrays is 3.0 m. • The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759 • The PV array structure design shall be appropriate with a factor of safety of min. 1.5. • All panel boards shall be of IP 65protection. • The changeover switches, cabling work should be undertaken by the bidder as part of the project Built-in meter and data logger to monitor plant performance through external computer shall be provided • The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std 		

Sl. No.	Name of Renewable Energy Gadgets	Specification	Qty.	Uses
		<ul style="list-style-type: none"> • The PCU/ inverters should be tested from the MNRE approved test centres / NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses • Built-in meter and data logger to monitor plant performance through external computer shall be provided. • The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid • The SPV power plant should be provided with Lightning and over voltage protection, connected with proper earth pits as per provision of IS 2309: 1969. • Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987 		
		<p>Pre-installed obligations.</p> <ul style="list-style-type: none"> • After site visit the bidders are required to submit single Line Diagrams for the plant indicating all wiring details, connectivity details etc., CAD and shadow analysis report before commencement of installation work. • The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc. 	Cont d.	-do-
		<p>Installation</p> <ul style="list-style-type: none"> • Installation of all plants and equipments has to be done as per the requirement of the tender and shall be as per relevant standards that are applicable or specified • While cabling the array care must be taken 	Cont d.	-do-

Sl. No.	Name of Renewable Energy Gadgets	Specification	Qty.	Uses
		<p>such that no loose cables lie on the ground. The cable should be mounted on poles after installation of array.</p> <ul style="list-style-type: none"> • Provide Remote Monitoring Systems in the inverters of the solar PV power plants. • Providing necessary protection devices to protect the power plant from lightening, sudden surges in volt and current and to ensure safety of the grid to which the plant is connected. • The Bidder should ensure installation of Net Meter in coordination with Division/Sub Divisional offices of respective Distribution Utility. • The Application Fees, Cost of Net Meter, Meter Testing Charges etc. shall be borne by the successful bidder. 		
		<p>Operation and maintenance</p> <ul style="list-style-type: none"> • The bidder shall be responsible for Operation and Maintenance of the Roof top Solar PV system for a period of 03 years from the date of commissioning, during which period OUAT will monitor the project for effective performance in line with conditions specified in the bid document • During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining records of operation, deployment of manpower staffas needed for ensuring continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending • During the operations and maintenance period, the contractor shall carry out scheduled maintenance every three months and submit report • It is mandatory to undertake all on-call maintenance and make the system functional within 7 days within 7 days from the date of intimation. 	Cont d.	-do-
4.	Miscellaneous equipments	Solar off grid system with batteries and inverter (1kW)	1 set	For demonstration

Sl. No.	Name of Renewable Energy Gadgets	Specification	Qty.	Uses
		Solar Water heater Evacuated tube collectors based 100L capacity	1 no.	-do-
		Pyranometer Class: Secondary standard Pyranometer, ISO 9060 compliant, Spectral Range: 300 to 3000 nm Accuracy: + 2% of actual value	1 no.	To measures solar energy
		Pyrheliometer Class: Secondary standard pyrheliometer, ISO 9060 compliant, Spectral Range: 280 to 3200 nm Accuracy: + 1% of actual value	1 no.	-do-
		Integrated solar street light (without posts) Light- 30 Watt Battery- 24Ah LiFePo4	15 no.	For lighting
		Integrated solar street light (with posts) Light- 30 Watt Battery- 24Ah LiFePo4	05 no.	-do-

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

.....

Sub: Acceptance of Terms & Conditions of

Tender. Tender Reference No:

Name of Tender / Work: TENDER FOR SUPPLY AND INSTALLATION OF RENEWABLE ENERGY GADGETS AT OUAT, Bhubaneswar

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/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 entire terms and conditions of the tender documents from Page No. 01 to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

7. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

To,
(Odisha University of Agriculture and Technology)

Sir,

1. I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. It is further certified that our firm has not been blacklisted by any agency in India or abroad.
3. We will supply the goods in accordance to the specifications of the work order. At any stage, if it is found that the substandard /deviation from the specifications/ design/quality has been made by us, we shall be liable for penalty and legal action.

Dated:

SIGNATURE OF THE TENDERER WITH SEAL

NAME OF THE TENDERER WITH ADDRESS

NOTE: Certificate as per above must be submitted only on non-judicial stamp paper of Rs. 100/- (Rs One Hundred Only)

Annexure- VI**Bid-Securing Declaration Form**

Date:

Bid No.:

To

Odisha University of Agriculture and Technology
Bhubaneswar

(insert complete name and address of the bidder) I/ We. The undersigned, declare that:
I/We understand that, according to your conditions,

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year 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 reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

(c) 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

MANUFACTURERS AUTHORIZATION CERTIFICATE

To

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

- 1.....
- 2.....

We hereby undertake that

1. We shall provide onsite after sales service during the warranty and post warranty period for the Gadgets/equipment supplied by M/s..... (name of bidder)
2. Our authorized service centre (name and address of authorized service center) shall provide the after sales service during and post warranty period at on site.
3. We shall provide AMC/CAMC to Odisha University of Agriculture and Technology at on site.
4. In case of defaulting, we will be penalized under the Laws of Union of India.

Authorized Signatory

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

Name :

Designation :

Name of the Company/Firm :

Complete Postal Address :

Telephone no(s) :

Fax :

E-mail :

Website :

AGREEMENT

This Memorandum of Agreement hereinafter referred to as agreement signed this, 2023 by and between the Odisha University of Agriculture and Technology, Bhubaneswar-751003 (hereinafter referred to as OUAT) having its head office at Bhubaneswar-751003 here represented by the (indenting Officer) as the first part.

AND

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

REQUIREMENT BY SUPPLIER AT THE TIME OF SUPPLY

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

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

SUPPLY AND DELIVERY

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

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

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

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

Delivery, installation, testing and commissioning should be completed within 6 weeks from the date of order.

The supplier shall be responsible for releasing the equipments/gadgets from the carriers/transporter without any additional charge. After successful completion of installation and commissioning of the equipment by the supplier at the site, the performance of the equipment shall be demonstrated for trouble free continuous operation, meeting the specified standards. The supplier shall supply all necessary consumables for demonstration.

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

The supplier shall provide free training to the indenting officers.

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
(ON NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

To
Odisha University of Agriculture & Technology
Bhubaneswar

WHEREAS..... (Name and address of the Supplier)
(hereinafter called "the Supplier") has undertaken, in pursuance of purchase order
no..... dated..... to supply (description of goods and services) (herein
after called "the contract").

AND WHEREAS it has been stipulated by you in the said purchase order that the Supplier shall furnish
you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified
therein as security for compliance with its obligations in accordance with and due performance of the
contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

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

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

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

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

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

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

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

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated
herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf

of the Bank. This guarantee shall be valid up to and including the..... day of
20.....

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

Name and designation of the officer

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

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

To
Odisha University of Agriculture & Technology
Bhubaneswar

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

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

Odisha University of Agriculture and Technology, Bhubaneswar-751003 shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of it remedies at one or at different times.

Upon default of the supply & successful installation and demonstration at indenter site, we agree to pay to the Odisha University of Agriculture and Technology, Bhubaneswar-751003 on demand and without any demur the sum of Rs _____ or any part thereof, immediately upon presentation of a written statement by the Odisha University of Agriculture and Technology, Bhubaneswar-751003 that the amount of said demand is due from the Supplier to the _____ (Indenting Officer), OUAT by virtue of breach of supply, installation & demonstration by the Supplier under the terms of the aforesaid purchase order & pro-forma invoice/bill. Notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any Court or Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

The determination of the amount due under the guarantee shall be in the sole discretion of the Odisha University of Agriculture and Technology, Bhubaneswar-751003 whose decision shall be conclusive and binding on us as guarantor. It is mutually agreed that the Odisha University of Agriculture and Technology, Bhubaneswar-751003 shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said purchase order or to extend the time for performance by the Supplier, from time to time any of the powers exercisable by the Odisha University of Agriculture and Technology, Bhubaneswar-751003 against the Supplier and either to forebear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any variation or any extension being granted to the Supplier or for any forbearance, act or omission on the part of Odisha University of Agriculture and Technology, Bhubaneswar-751003 or any indulgence by the Odisha University of Agriculture and Technology, Bhubaneswar-751003 to the Supplier or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

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

We hereby expressly waive notice of any said extension of the time for performance and alteration or

change in any of the terms and conditions of the said Purchase Order. This guarantee will not be discharged due to change in constitution of the Bank or the Contractor. We _____
(Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority. This guarantee will not be discharged due to change in the constitution of the Bank or the Supplier.

Very truly yours,

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

MODEL CERTIFICATE OF INSTALLATION

No.____ Dated____

1. Reference Contract No. date
2. It is certified that
 - a. M/s_____ have completed installation of _____ (name of equipment) on _____ [date (s)] and Site Acceptance Test (SAT) and other inspection & tests, as stipulated in the purchase order on, _____ [date(s)] to the satisfaction of the Purchaser and user at the designated site _____ (name of the site).
 - b. Records of SAT and other inspection & tests are annexed to this Certificate.
 - c. Sample test, Software, Instruction Manual & Technical Manual, Soft & hard copies of Documentation, etc. have been taken over (all documents required to be delivered at the time of SAT).

For Tenderer

Witness :

Signature

Name

Designation

Address

Date

For Purchaser

Witness :

Signature

Name

Designation

Address

Date