

Tender No.320/CoF Date 22.02.2024

Tender Document for

Supply, Installation, Commissioning of Machinery and Equipment
for Common Incubation Centre at

COLLEGE OF FISHERIES (OUAT)

Rangailunda, Berhampur, Ganjam District, Odisha-760007

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Tender No. 320/CoF

Dated: 22.02.2024

NOTICE INVITING TENDER (NIT)

**Tender for Supply, Installation, Commissioning of Machines and Equipment for
Common Incubation Centre on Turnkey basis at
College of Fisheries (OUAT), Rangailunda, Berhampur,
Ganjam District, Odisha-760007**

ABOUT COLLEGE OF FISHERIES

College of Fisheries, Rangailunda, Berhampur under Odisha University of Agriculture and Technology, Bhubaneswar is the pioneering institute in Odisha catering to the need of academic, research and extension activities in fisheries sector of the State. The College of Fisheries, Rangailunda intends to establish Common Incubation Centre (CIC) with common food processing facilities for Fish and Fish products. The project is being funded by Ministry of Food Processing Industries under Prime Minister Formalization of Micro Food Processing Enterprises Scheme (PMFME). After the Incubation Centre is fully commissioned, it will be handed over to third party/ private Operation & Management (O&M) agency for operation of the CIC.

The processing facilities of CIC will be made available to existing and aspiring micro entrepreneurs, SHGS, Co-operative and Groups etc. to manufacture their products with the use of plant and machinery of the Centre. In addition, these Incubation Centers will be utilized for imparting trainings, demonstration and skill upgradation of the beneficiaries of the scheme.

For and on behalf of College of Fisheries, Rangailunda, Tenders (Two bid systems) are invited for Supply, Installation, Commissioning of Machines And Equipment for Common Incubation Centre on Turnkey basis at College of Fisheries (OUAT), Rangailunda, Berhampur, Ganjam District, Odisha-760007.

1. CRITICAL DATE SHEET

S. No.	Particulars	Important Dates	Time	Tender Processing Fee	EMD
1.	Issue of Tender documents	24-02-24	11.00 am	1180/- (Rs.1000/-+ 18% GST)	2,00,000/-
2.	Pre-bid Meeting at Meeting Room / Through VC	06-03-24	11.00 am		
3.	Start date for submission of bids	26-02-24	11.00 am		

4.	Last date & time for submission of tender	15-03-24	4.00 pm		
5.	Date & time of opening of Technical Bids	16-03-24	11.00 am		
6.	Publishing of technically qualified Bidders	27-03-24			
7.	Date & Time of Financial Bid opening	28-03-24			

2. SCOPE OF WORK

The bidder shall be responsible for supply, installation and commissioning of various machines and equipment for CIC at College of Fisheries, Rangailunda, on Turn-key Basis, and extend 2 years onsite Guarantee/Warranty for their supplies. The list of machines & equipment is 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 30-45 days for indigenous equipment from the issue of Purchase Order / Supply order and 90 days for imported equipment. The schedule of supplies, installations, commissioning of all equipment 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 machine as mentioned in the Annexure-II and III, the bidder has to execute its installation & commissioning including necessary civil work, electrical work, plumbing work (water, gas, air etc as applicable), at the designated site in the location(s). The cost of the same shall not be paid extra and it should be included in price of the respective equipment.
- iv. After the installation & commissioning of machine, the supplier has to provide practical training to users at College of Fisheries, Rangailunda for minimum period of fifteen working days about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided. No extra cost shall be paid to the successful bidder for imparting this training.
- v. After the installation & commissioning of machines, minimum three trials are mandatory on minimum capacity and two trials on maximum capacity on suitable intervals of each machine to check smooth functioning of all the machines. In case of unsuccessful trials, the supplier has to extend further trials until satisfaction. No extra cost shall be paid for the raw materials etc., for these trials. Expenditure towards electricity & water shall be borne by the College of Fisheries, Rangailunda.

4. PRE-QUALIFYING ELIGIBILITY CRITERIA

The tenderers must fulfill the following eligibility criteria: -

- i. The bidder should be either an established Manufacturer of Food Processing Equipment or Authorized Supplier/ Dealer, Turnkey Solution Provider or EPC (engineering, procurement and commissioning) contractor for food processing lines.
- ii. The bidder's firm must be registered with the appropriate authority and shall be engaged in manufacturing and/ or supply of similar machines or turnkey execution of for the last three (3) years. The bidder has to enclose Registration Certificate or any other documentary proof.
- iii. The average annual financial turnover during the last 3 financial years ending on 31st March of the previous financial year (2022-23) should be at least Rs. 1.00 Cr. Copies of audited balance sheet of 2020-21, 2021-22 and 2022-23 to be attached as documentary proof.
- iv. The bidder is also required to enclose at least 02 successful satisfactory supply/ work order and installation Certificate/Completion Certificate/Performance Certificate for work in of Food Processing Lines of Rs.1.00 Cr. or more for last 03 years ending 2022-23.
- v. The bidder should have PAN, GST Registration, Udhog 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.
- vi. In case of supplier or Authorized Dealer/distributor of a reputed foreign or Indian manufacturing company, the bidder has to enclose appropriate registration and OEM/dealership letter/certificate.

5. BIDDER(S)

- i. "Bidder" (including the term 'tenderer', 'consultant', 'agency' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

6. BIDDING PROCEDURE

6.1. A **pre-bid Meeting** will be held at 11.00 am on 06-03-24 through online mode by the Dean, College of Fisheries, Rangailunda, wherein the queries of interested stakeholders will be clarified. The bidders may contact the Dean, College of Fisheries, Rangailunda for the link. The College of Fisheries, Rangailunda will present the layout and actual pictures of the available building area with them where the CIC shall be set up. The provision/ availability of electricity and water connection, waste dumping site will be clarified to the bidders by the College of Fisheries, Rangailunda.

6.2. **Site Visit:** The interested bidders may request for a site visit to the project site of College of Fisheries, Rangailunda. The College of Fisheries, Rangailunda will facilitate such visit on a date mutually convenient.

6.3. Bids shall be submitted to the Dean, College of Fisheries, Rangailunda, Berhampur-760007, Odisha, India, by speed post/ courier only.

6.4. Bidding Application must be accompanied by the following: -

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.1180/- (Tender Fee (Non-refundable) in favour of Comptroller, OUAT payable at Bhubaneswar.
- iii. Earnest Money Deposit (EMD) amounting to Rs. 2,00,000/- (Rupees Two Lakh only, refundable without any interest) in the form of Demand Drafts, drawn separately in favour of Dean, College of Fisheries, payable at Berhampur. 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)
 - A) 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.
 - B) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP policy 2012 for MSEs as per MSE guidelines issued by Ministry of MSME.
- vi. A complete list of clients, whom Food Processing equipment 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, 2021-22, 2022-2).
- x. Copies of audited balance sheet for the 3 financial years (2020-21, 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 similarly 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 (Location of CIC) including imported equipment.
- ii. The bidders should quote price of individual items, including all mandatory accessories required for successful operation.
- iii. In case of turnkey project (part A), bidders are required to quote price of individual equipment, 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 College of Fisheries (OUAT).
- iv. Taxes, packing, forwarding, insurance price should be indicated clearly.
- v. Applicable GST is as per Govt rules.
- vi. The tender not submitted in the prescribed formats or incomplete in detail is liable for rejection. College of Fisheries (OUAT) is not responsible for non-receipt of tender within the specified date and time due to any reasons.

7. EVALUATION PROCEDURE

Tender will be evaluated in following manner:

- i. With regard to the matching of technical specifications of individual 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.

8. 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.

9. GENERAL TERM & 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.ac.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, the College of Fisheries, Rangailunda 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. The College of Fisheries, Rangailunda 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 Institute.

- vi. In case of turn key project (Part A), maximum deviation of 10% technical specification shall be allowed. In case it was found that some of the equipment quoted by the bidder for turn key project does not come under acceptable limit, the same equipment/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 two 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. College of Fisheries, Rangailunda's/ MoFPI/ State Nodal Agency/ Mentor Institute 's officials can visit the work place of successful bidder, inspect the progress of work and instruct regarding quality aspect.
- ix. 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 CIC, installation etc and nothing extra/additional shall be payable on these rates.
- x. 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.
- xi. Conditional Tender will not be accepted.
- xii. Tender without, tender Fees, EMD/Bid Security Declaration will be summarily rejected.
- xiii. The Institute can ask any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of material used in manufacturing of items.
- xiv. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- xv. EMD shall be forfeited in the followingcases:-
 - 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 College of Fisheries, Rangailunda.
- xvi. 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.
 - xvii. 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.
 - xviii. Two agents simultaneously shall not submit bid on behalf of same principal/OEM for same items/ products. Otherwise the EMD may be forfeited

10. GENERAL TERMS AND CONDITION FOR EQUIPMENTS:

- i. All machines/equipment should be compatible with proper voltage supply. Electrical wiring for interconnection of the machines 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 Indians 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 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 machine 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 machine smoothly.
- vii. All the contact parts should be made up of Stainless Steel 316/304 as applicable which is suitable for CIC.
- viii. All machines/equipment should be easy for cleaning and sanitary for food grade requirement.
- ix. All machine should match with the capacity of the oven and process line as applicable.
- x. The machines/equipment should suit all condition & can run continuously.
- xi. Finished products should have quality similar to norms of BIS/FSSAI/ AGMARK/ International standards, wherever applicable.
- xii. All machines should be supplied and installed at site by the supplier. Any requirement of unloading, lifting etc. will be arranged by the suppliers.

- xiii. All transport charges for shifting, fitting will be responsible of bidder.
- xiv. Any other necessary provisions required for satisfactory operation.
- xv. **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.

11. PAYMENT

The payment will be made as under:

- i. 33% within weeks' time on receipt of equipment at CIC. The claim will be considered on submission of challan & certified by concerned authority of College of Fisheries, Rangailunda.
- ii. 32% on installation of & commissioning at site and verification by concerned authority of College of Fisheries, Rangailunda
- iii. 32% on successful trial run and handing over of plant and machinery to College of Fisheries, Rangailunda
- iv. 3% amount will be retained as performance security until the completion of warranty period. 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.

12. 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 there 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 must 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 as per Govt rules. The applicable amount of customs duty/ GST for our University against DSIR certificate, if any, 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 21AAAJ00250C1Z1
- xi. The Dean, College of Fisheries (OUAT) reserves the right to accept or reject any/all tenders without assigning any reason(s).
- xii. Tenders not on the prescribed Performa (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.

13. ARBITRATION CLAUSE

That in case of any dispute between College of Fisheries (OUAT) and the supplier arising out of or in relation to the agreement, the dispute shall be referred to College of Fisheries (OUAT) for arbitration. The award of the said Arbitrator shall be binding upon both parties. The seat of the arbitration shall be at, College of Fisheries (OUAT), Rangailunda, Berhampur-7.

14. WITHHOLDING 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”.

15. 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.

16. 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.

17. 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.

18. LABOUR LAWS AND SAFETY MEASURES

i. Agency shall comply with all the provisions of labour law related legislation/acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.

ii. Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act. Host Institute shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.

iii. Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during contract period, it shall be sole responsibility of the agency and Host Institute shall not be held responsible for the same.

19. 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.

20. 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 College of Fisheries, Rangailunda 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.

21. 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 College of Fisheries, Rangailunda 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 College of Fisheries, Rangailunda 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 College of Fisheries, Rangailunda 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.

22. 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 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.

23. 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 having done 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.

24. 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.

25. OPTION AND REPEAT ORDER CLAUSE

- i. Option Clause: The BUYER shall have the right to place separate order on the SELLER during the original Delivery Period of Contract, limited to 50% of the main processing plant, spares, facilities or services as per the cost, terms and conditions set out in this contract. The price of the processing plant, system, spares etc shall remain same till one year from the effective date of the contract. Commercial Negotiation Committee to verify that there is no downward trend in prices of the product offered.
- ii. Repeat Order Clause: The Buyer may order within six months from the date of successful completion of the supply against this contract and at the same cost, terms and conditions of the contract.
- iii. When exercising one or both of the “Option Clause” and “Repeat Order Clause” above, the overall ceiling of fifty percent of the original contracted quantity will not be exceeded.

26. 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 the 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.

27. 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.

28. CANCELLATION OF THE CONTRACT

The College of Fisheries, Rangailunda 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.

29. 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: deanfishery@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 enclosed 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, Branch IFSC 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)		
10.	PAN No. (Copy to be enclosed)		
11.	Please enclose list indicating ie. Name of organization, details of work, Quantity Amount, Contact/ Phone No., Email address. Please also enclose either PO or performance certificate For each details.		
12.	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		

13.	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.		
14.	The bidders should attach successful satisfactory completion certificates issued by the clients (during last 5 years) as documentary evidence in support to above eligibility criteria. The certificate should contain date of start, date of completion; value on completion etc.		
15.	Business Details		
16.	NISC Documents		
17.	ISO details		
18.	Copies of Income Tax Return of last 3 Financial Years		
19.	An authorization letter of the firm in favor of the person signing the tender documents.		
20.	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 EQUIPMENTS**

S. No.	Description of Item	Qty	Unit	Unit Rate	GST	Total Amount
I. Name of the processing line- 1 (.....)						
1.	Description of equipment equipment/ machineries no. 1,2,3....n (As per specification at Annexure III)	01	Nos.			
..	Accessories 1, 2,3...n					
...	Others- 1, 2,n					
	Sub Total					
II. Name of the processing line- 2,3,....n (.....)						
1.	Description of equipment no. 1,2,3....n (As per specification at Annexure III)	01	Nos.			
..	Description of equipment no. 1,2,3....n (As per specification at Annexure III)					
..	Accessories 1, 2,3...n					
	Sub Total					
	Total (I+II+III+....n)					

2. Same is provided along with the tender document in .xls format. Bidder have to advised to download the price bid in that format, quote their rates and upload it along with the bid on totheportal.(the above form should be given in xls. If tender is being done through E-procurement)

Date:

Signature of Bidder with Stamp

**List of Equipment with Specification for Common Incubation
Centre (to be specified by the College of Fisheries,
Rangailunda)**

Sl. No.	Name Equipment/ Machine	Specification	Requirement	Quantity	Uses
A. TURN KEY PROJECT					
1	Effluent Treatment Plant (ETP)	Vol: 10 m ³ /day, COD:<250mg/l; BOD:.,30mg/l; Susp. solid:<100mg/l; oil grease: <10 mg/l, with pump, air blower, dosing pump, DMF/ACF, Bag filter, complete with all piping, Bioreactor, tube settler, Chlorine contact tank, tertiary filtration system etc.	01	01	Treatment of waste water from fish processing plant for safe disposal
2	Boiler with steam jacketed kettle	100 kg steam per hour, Non-IBR, straight water tube with pump and motor, diesel firing system with oil burner, air blower, pr. gauge, safety valve, internal piping with electrical fittings, diesel tank and piping Steam jacketed kettle , complete SS 316 with tilting arrangement through worm gear and pinion with scraper, Pr. Gauge, safety valve , steam trap etc	01	01	For production of steam for cooking fish and fish products in the steam jacketed kettle
3	RO Water purification system	500 lt/hr, without iron remover, raw water pump, high pressure pump, antiscalant pump, with sintex storage tank (1000 lts)	01	01	For supplying RO water to boiler to prevent scale formation in boiler
4	Safety devices				
a	Fire extinguisher	Safety fire, ABC, powder type, 4 kg	02	02	Fire safety
b	Waste incinerator	Automatic auto turn off to burn 5 kg/day	01	01	Disposal of waste cotton items
5.	Fly protection				
a	Fly killer	Fly cutor, 50 W, fly zapper	02	02	Insect control
6.	Exhaust				
a	Chimney	Size 90 cm, wall mounted, smart chimney, suction 1500 m ³ /hr, filterless with duct out, touch control	01	01	Exhaust of smoke
7.	HACCP upgradation (for quality and safety)				
a	Fish cutting machine	Band saw type, blade length 1600 mm, fish cutting thickness	01	01	Cutting of fish into steaks

		adjustable, with SS table complete SS 304, Single phase, with 50 SS blades			cleanly and efficiently without much handling and contact with hand
b	SS Rack	4 shelf rack with gap of 1ft SS 304 to hold fish in plastic crates (50X30X30 cm)	02	02	For keeping fish in air blast freezer during freezing of fish
c	SS floor sheet	3 mm thick, Freezer (6'X7'), Anteroom (4'2''X 8'8'') and Cold store (11'9''X8')	01	01	For air blast freezer, ante room and cold store
d	Trolley	SS 304 2'X2' with base and handle	02	02	To transport fish to freezer
e	Ice box	50 lts, insulated double walled, food grade polythene, PU filled, UV stabilized, rectangular	10	10	To store iced fish
f	Refrigerated vehicle	Four wheeler, six gear, petrol with carrier size 8' long , Refrigerated container -20 C, with compressor, condenser evaporator coil , insulated door	01	01	To transport chilled fish and frozen fish for cold chain
8	Others				
a	Storewell	Slimline two door with locker and drawer, metal almirah (90X200X50cm)	02	02	For storage of consumables
b	Table	Office table with 3 drawers and 1 cupboard, (90x59x75cm)	02	02	For office use
c	Chair	S-shaped frame with handle(58x87x56cm)	02	02	For office use

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

Date:

To,
 The Dean,
 College of Fisheries,
 Rangailunda, Berhampur-760007
 Odisha, India.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: **TENDER FOR SUPPLY AND INSTALLATION of Equipment for
 Common Incubation Centre at College of Fisheries, Rangailunda**

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.

5. 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**Annexure-V**

To,
The Dean,
College of Fisheries,
Rangailunda, Berhampur-760007
Odisha, India

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
WITHSEAL

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

(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 and 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)