

SECTION- I

INSTRUCTION TO BIDDERS

1.1 Biju Patnaik University of Technology, Odisha, Rourkela herein after referred to as the University, is a Govt. of Odisha University for providing technical education across the state through its constituent and affiliated colleges. Besides the above, the university also offers PG courses in house, in certain branches of engineering having facilities inside the University premises.

1.2 This 'Bid Document' contains the following:

Section I : Instruction to bidders

Section II : Scope and Description of Contract

Section III : Bid Details

Section IV : Schedule of Requirement

Section V : Specific Conditions of Contract

Section VI : General Conditions of Contract

Section VII : Formats for bidder for Submission of Technical Bid

Section VIII : Formats for bidder for Submission of Price Bid

1.3 The bid document is published by the University on its website www.bput.ac.in. The interested bidder can be in contact with the Registrar, BPUT for clarification if any required about the tender.

SECTION -II

General Definitions & Scope of Contract

2.1 General Definitions

2.1.1 *University means, Biju Patnaik University of Technology, Odisha, Rourkela*

2.1.2 *Government means Government of Odisha.*

2.1.3 *Bid / Tender Inviting Authority* is the Registrar, BPUT, who on behalf of the Vice Chancellor, BPUT calls and finalizes bids and ensure supply, installation and after sales service of the equipments procured under this bid document.

2.1.4 *Purchase Committee* means the Committee constituted and authorized by the appropriate authority of the University to decide on the procurement and installation/commissioning of the equipments on behalf of the University.

2.1.5 *Blacklisting/debarring* – means the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of the University, more specifically mentioned in the Specific Conditions of Contract (**Section V**) and General Conditions of Contract (**Section VI**) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the University on account of such violations.

2.2 Scope

2.2.1 The bids are invited for the supply, installation and commissioning outdoor gym equipments, the details of which are mentioned in **Section IV**, needed for the University. The main objective is to obtain competitive price through centralized procurement and ensure after sales service to the equipments procured under this bid. For this, the University will undertake and oversee the procurement process, ensure that the successful bidders are installing the equipments properly at the assigned locations and provide the after sales service during the agreed period of contract in respect of the equipments installed to the satisfaction of the University.

2.2.2 **Rate Contract:** This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approximate quantity requirement is mentioned in the Schedule of Requirement (Section IV), which may vary if situation so warrants. The bidders are expected to quote their best rates for the equipment, the technical specifications, approx. quantity and locations of the equipment, under the first instance of supply are also mentioned in Section IV of this bid document.

2.2.3 If the University chooses to place repeat order(s) during the rate contract period for supply, installation and commissioning, then the successful bidder is bound to supply the same make/model of equipment(s) as approved at the same rates and under the same terms and conditions of this bid.

2.2.4 The successful bidder cannot withdraw the contract after accepting the Letter of Intent or entering into agreement with BPUT.

SECTION- III

Bid Details

3. Bid Details

3.1 Bid Reference No. BPUT/ 15804, Date: 01.08.2016

3.2 Cost of Bid Document- **Rs. 1000/-** for *any or all the equipment*

3.3 Earnest Money Deposit (EMD) **Rs.30000.00** for *any or all the equipment*

3.4 Estimated cost of the job **Rs.15,00,000.00**

3.5 Validity of bid -180 days from the last date of bid submission.

3.6 Performance Security -10% of the offered price (for successful bidders) in shape of bank guarantee.

SECTION- V

SPECIFIC CONDITIONS OF CONTRACT

5.1 Delivery, Warranty and Payment terms

- 5.1.1. *Delivery and installation period -8 weeks* from date of issuance of Supply order
- 5.1.2. *Comprehensive warranty period- 3 years* from the date of installation
- 5.1.3. *Preventive maintenance during warranty-Minimum one visit in every six months (2 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.*
- 5.1.4 *Submission of Performance Security and entering into contract -10 days* from the date of issuance of Letter of Intent.
- 5.1.5 *Payment -Within 30 days* from the date of submission of proper documents & successful installation & commissioning.
- 5.1.6 *Maximum time to attend any Repair call- Within 72 hours*

5.2 Pre qualification of Bidders:

- 5.2.1 **Manufacturer / Importers/ dealers** are eligible to participate in the bid provided they fulfil the following conditions:
 - (i) In case of manufacturer, they will have to furnish the **manufacturer's form** as per **Format T6**
 - (ii) Bidder who has been blacklisted either by the university or by any state Govt. or Central Govt. organization is not eligible to participate in the bid for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.
 - (iii) **Alternative/multiple bids** are not allowed.
- 5.2.2 **Authorized Distributors** are eligible to participate in the bid provided:
 - (i) They submit **manufacturer's authorization form** from the original equipment manufacturer (OEM)
 - (ii) Bidder who has been blacklisted either by the university or by any state Govt. or Central Govt. organization is not eligible to participate in the bid for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.
- 5.2.3 The bidder have to submit the EMD & the Bid document cost as mentioned in **Section-III**.
- 5.3 **Form "C" or Form "D" shall not be issued by the University.** Therefore, if the bidders quote CST, they shall indicate the **percentage (%) of tax** as applicable without Form "C" or "D" in the relevant price schedule format.

SECTION - VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I : Introduction

Section II : Scope and Description of Contract

Section III : Bid Details

Section IV : Schedule of Requirement

Section V : Specific Conditions of Contract

Section VI : General Conditions of Contract

Section VII : Formats for bidder for Submission of Technical Bid

Section VIII : Formats for bidder for Submission of Price bid

6.2 Bid Document:

- 6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments bided are contained in this "Bid Document".
- 6.2.2 The bid document is available on the website www.bput.ac.in for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.3 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.
- 6.2.3 The bid is required to be submitted by speed/registered post which should reach BPUT, Rourkela by the scheduled time. Bids received beyond the scheduled time shall summarily be rejected. The University shall not be responsible or postal delay if any.
- 6.2.4 Bidders may contact the Registrar, BPUT for doubt if any in this regard.
- 6.2.5 The tender process comprises the stages viz. downloading the bid document, bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders and award of contract subject to approval of the authority.
- 6.2.6 **Payment of Bid Document Cost & EMD:** The **details of payment of document cost & EMD** is mentioned at clause 6.3.
- 6.2.7 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. Bids submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.
- 6.2.8 Bidder shall submit a declaration letter as per the format given as **Format T5** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

6.3 Payment of Bid Document Cost & EMD

- 6.3.1 The **bid document cost and EMD** shall be paid by the bidder in shape of DD in favour of BPUT, Odisha payable at Rourkela alongwith the Technical bid.
- 6.3.2 EMD of unsuccessful bidders will be returned as such
- 6.3.3 The successful bidder's EMD will be deposited with BPUT's account

- 6.3.4 No interest will be paid for the EMD submitted.
- 6.3.5 The EMD will be forfeited, if a bidder;
 - 6.3.5.1 misrepresents facts or submit fabricated / forged / tampered / altered /manipulated documents during verification of bidding process.
 - 6.3.5.2 withdraws its bid after the opening of technical bid;
 - 6.3.5.3 a successful bidder fails to sign the contract after issuance of Letter of Intent
 - 6.3.5.4 fails to furnish performance security after issuance of Letter of Intent.

6.5 Validity of Bid

- 6.5.1 Bid once submitted cannot be withdrawn
- 6.5.2 The bid must remain valid for minimum 180 days from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the University as non-responsive.
- 6.5.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

6.6 Submission of Bid

- 6.6.1 This is a two bid system. Technical bid and Price bid. Both the bids are to be covered in separate covers and both the covers should be kept in a third larger sealed cover. The Technical bid and the Price bid are to superscribed as "Technical Bid" and "Price Bid" respectively where as the third large cover should be superscribed as "Tender for Outdoor Gym Equipments".
- 6.6.2 The price bid cover should contain nothing except the Price bid. The Price bids submitted in **any other formats** will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.
- 6.6.3 **SIGNING OF BID:** The bidder shall sign on all statements, documents, certificates submitted by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated /bogus, the EMD/Bid Security shall stand forfeited and the bidder is liable to be blacklisted.

6.7 List of Documents in Bid Submission

The list of documents is as mentioned below:

- 6.7.1 Bid Document cost
- 6.7.2 Earnest Money Deposit
- 6.7.3 Format – T1 (Check List)
- 6.7.4 Format – T2 (Details of Items quoted)
- 6.7.5 Format – T3 (Details of EMD submitted)
- 6.7.6 Format – T4 (Details of Bidder & Service Center)
- 6.7.7 Format – T5 (Declaration Form)
- 6.7.8 Format – T6 (Manufacturer's Form – in case the bidder is the OEM)
- 6.7.9 Copy of the VAT / CST registration certificate
- 6.7.10 Copy of PAN

Note : No price information to be furnished in the Technical bid.

6.8 Clarification of Bids

During evaluation of bids, the University may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.

6.9 Demonstration of Technical Specifications & Performance:

- 6.9.1 Before opening of the Price Bid, if it is decided by the University for certain equipment to have a demonstration of the equipment for assessing the compliance to the technical specification, then the bidder shall arrange for demonstration of offered items at Rourkela at its own cost, either directly or through authorized Dealer /Distributors, as the case may be.
- 6.9.2 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the University may lead to automatic rejection of the bid and the price bid of such bidders may not be considered for opening.
- 6.9.3 The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by University's inspector during demonstration as mentioned above.

6.10 Price Bids Opening

- 6.10.1 Price bids of those bidders shall be opened, who qualify in the technical round.
- 6.10.2 Price Offered shall be in Indian Rupees. Price should be quoted for the supply, installation, training (if necessary) and successful commissioning of the accessories and fulfilment of warranty/guarantee and after sales service to the satisfaction of the University.
- 6.10.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6.10.4 There shall also be no hidden costs.
- 6.10.5 Bidder shall quote prices in all necessary fields in the available format.
The price shall be entered separately in the following manner:
- 6.10.5.1 Basic Price: Basic unit price should include the cost of all accessories which includes excise duty / customs duty, CST/VAT, packing, insurance, forwarding/transportation (door delivery) with 2 (two) years onsite warranty, calibration charges if any & excludes VAT/sales tax / entry tax.
- 6.10.5.2 Form "C" or Form "D" shall not be issued by the Tender Inviting Authority.

6.11 Notification of Award/Letter of Intent (LOI)

- 6.11.1 Before expiry of the bid validity period, the University will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its/their bid for accessories, which have been selected by the University, have been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted.
- 6.11.2 The successful bidder, upon receipt of the LOI, shall furnish the required

performance security, failing which the EMD will be forfeited and the award will be cancelled.

6.11.3 The Notification of Award shall constitute the conclusion of the Contract.

6.12 Performance Security

6.12.1 There will be a performance security deposit amounting to the total value as mentioned in **Section III**, which shall be submitted by the successful bidder to the University within 10 days from the date of issuance of 'Letter of Intent'.

6.12.2 The University will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

6.13 Delivery and Installation

The successful bidder is required to deliver and install the equipments at the assigned location within time specified under cl 5.1. from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the University head or his/her representative and obtain 'Installation Certificate'.

6.14 Payment

6.14.1 No advance payments towards cost of equipments will be made to the bidder.

6.14.2 Payment will be made after successful installation and commissioning of the equipments to the satisfaction of the University.

6.15 Applicable Law & Jurisdiction of Courts

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All disputes arising out of this bid will be subject to the jurisdiction of the High Court of Odisha.

6.16 Penalties for Non-performance

6.16.1 imposition of liquidated damages, as decided by the University

6.16.2 forfeiture of EMD/performance security

6.16.3 termination of the contract

6.16.4 blacklisting/debarring of the bidder

SECTION –VII
FORMAT FOR SUBMISSION OF
TECHNICAL BID

FORMAT-T 1

CHECK LIST

The Documents have to be arranged as per the order mentioned in checklist for ease of scrutiny

Sl. No.	Name of Format	Particulars	Yes/No
1	Format T1	Check List	
2	Format T2	Details of Items quoted/ Technical Bid (without mentioning cost)	
3	Format T3	Details of Bid Document Cost &EMD submitted	
4	Format T4	Details of Bidder & Service Center	
5	Format T5	Declaration Form	
6	Format T6	Manufacturer's Offer Form – in case the bidder is the OEM	
7		Copy of the VAT / CST registration certificate	
8		Copy of PAN (Income Tax)	

Signature of the Bidder

Date :

Official Seal:

Format – T3

DETAILS OF BID DOCUMENT COST AND EMD SUBMITTED

BID DOCUMENT COST

Name of the Bank	DD Number	DD Date	Amount (Rs.)

EMD

Sl. No.	Name of the Bank	DD Number	DD Date	Amount (Rs.)

Signature of the Bidder

Date :

Official Seal:

Format - T4

DETAILS OF THE BIDDER

General Information about the Bidder					
1	Name of the bidder				
	Registered address of the firm				
	State		District		
	Telephone		Fax		
	Email		Website		
Contact Person Detail					
2	Name		Designation		
	Telephone		Mobile		
Communication Address					
3	Address				
	State		District		
	Telephone		Fax		
	Email		Website		
Type of the Firm (please specify in relevant box)					
4	Pvt. Ltd.		Public Ltd.		Proprietorship
	Partnership		Society		Other, specify
	Registration No. & Date of registration				
Nature of business (please specify in relevant box)					
5	Original Equipment Manufacturer (OEM)		Authorized Distributor		
	Direct Importer				
Key personnel detail (Chairman, CEO, Director, Managing Partner etc) In case of director, DIN Nos. are required					
6	Name		Designation		
	Name		Designation		
7	Whether any criminal case was registered against the company or any of the promoters in the past ?				Yes/ No
8	Other relevant information				

Date :	Office Seal	Signature of the bidder/ Authorised signatory
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Format – T5

DECLARATION FORM

(Affidavit before Executive Magistrate / Notary Public)

I / Wehaving My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of BPUT, Odisha for the supply of Outdoor Gym Equipments. The approved rate will remain valid for a period of one year from the date of approval. I will abide with all the terms & conditions set forth in the Bid document Reference no. BPUT/ alongwith the subsequent amendment, if any.

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization for supply of Non-standard quality equipment/ Non-supply.

I/We agree that the University can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us if any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I / Wedo hereby declare that I / we will supply the _____ as per the terms, conditions & specifications of the bid document.

Signature of the bidder
Date
Name & Address of the Firm

Format – T6

MANUFACTURER'S OFFER FORM

(to be submitted by manufacturer in case the bidder is the manufacturer)

No.

Dated:

To

The Registrar

Biju Patnaik University of Technology, Odisha
Rourkela

Dear Sir

Bid Reference No : _____

Equipment Name : _____

1. We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at(full address with telephone number/fax number & email ID and website), and having factories at _____ .
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty as per the above bid.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments bided within the stipulated time.

(Signature)

for and on behalf of M/s. _____

(Name of manufacturers)

Date:

Place:

Seal

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

SECTION –VIII
FORMAT FOR SUBMISSION OF
PRICE BID
DETAILS OF THE BIDDER & SERVICE CENTER

General Information about the Bidder						
1	Name of the bidder					
	Registered address of the firm					
	State		District			
	Telephone		Fax			
	Email		Website			
Contact Person Detail						
2	Name		Designation			
	Telephone		Mobile			
Communication Address						
3	Address					
	State		District			
	Telephone		Fax			
	Email		Website			
Type of the Firm (please specify in relevant box)						
4	Pvt. Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Other, specify	
	Registration No. & Date of registration					
Nature of business (please specify in relevant box)						
5	Original Equipment Manufacturer (OEM)			Authorized Distributor		
	Direct Importer					
Key personnel detail (Chairman, CEO, Director, Managing Partner etc) In case of director, DIN Nos. are required						
6	Name			Designation		
	Name			Designation		
7	Whether any criminal case was registered against the company or any of the promoters in the past ?					Yes/ No
8	Other relevant information					
8.a	VAT/CST registration : Furnish the copy of VAT/ CST registration certificate					
8.b	PAN : Furnish the copy of the PAN					

Date :	Office Seal	Signature of the bidder/ Authorised signatory
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