

e- TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION & COMMISSIONING

OF

SEED PROCESSING PLANTS WITH RELATED ACCESSORIES

CAPACITY - 8 TPH (BASED ON WHEAT)

ON TURNKEY BASIS DURING -2017-18



COVER-A

ODISHA STATE SEEDS CORPORTION LTD

(A GOVERNMENT UNDERTAKING)

Santarapur, Bhubaneswar-751002

Tel No. MD 2340573, 2340440/ Fax 2340096

E-Mail: mdosscltd456@gmail.com, Website-<http://www.osscltd.in>

ODISHA STATE SEEDS CORPORATION LIMITED
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR-751002

E-Mail: mdosscltd456@gmail.com, website-<http://www.osscltd.in>

Tender Notice No- OSSC/ Engg- 18/ 2017

DETAILED NOTICE INVITING TENDER SUPPLY, INSTALLATION & COMMISSIONING OF SEED PROCESSING PLANTS WITH RELATED ACCESSORIES (TURNKEY BASIS) AND SOME PARTS OF EXISTING MACHINERIES

Sealed offers in prescribed Tender documents are invited from Manufacturers for supply, installation and commissioning of seed processing cum grading plants with essential accessories. The tender document with the terms and conditions can be downloaded from the website www.tenderorissa.nic.in.

SI	Name of Work	Total Qty District	District	Earnest Money Deposit	Period of Completion of work
1	Supply, Installation and commissioning of 8 TPH Capacity (Based on Wheat) Seed Processing Plants along with accessories on turnkey basis	08 Nos	Sonepur (1) Ganjam (2) Bolangir (1) Nawarangpur (1) Balasore (1) Cuttack (1) Koraput (1)	Rs 20.00 Lacs (Rupees twenty Lacs)	In two phase of 120 days each
Tender paper cost and Key dates					
2	Bid Cost			Rs.10,500/-	
3	Availability of Bid Document in Portal			15.00 hours on dt. 07.06.2017 to 17.00 hours on dt. 27.06.2017	
4	Last date of receipt of tender in portal			17.00 hours on dt. 27.06.2017	
5	Last Date/time of Receipt of cost of tender paper & EMD			17.00 hours on dt.30.06.2017	
6	Date and time of opening of Bid			12.30 hours on dt.01.07.2017	

The undersigned reserves the right to accept/ reject any or all the tender(s) without assigning any reason thereof.

Managing Director

ODISHA STATE SEEDS CORPORATION LIMITED
(A GOVERNMENT UNDERTAKING)

TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF SEED PROCESSING PLANTS WITH RELATED ACCESSORIES CAPACITY – 8 TPH TURN KEY BASIS (BASED ON WHEAT)

SCOPE OF WORK:

Corporation wish to install seed processing cum grading plants with essential accessories and some parts of existing machineries to be set up in different district of the state of Odisha. The Corporation will enter into contract with the manufacture for supply of the said processing plant machineries. This Tender is therefore, invited in prescribed documents for entering into contract.

The scope of work includes designing, supply, installation testing, commissioning and 3(three) year Annual maintenance contract. The tenderer shall quote there rates considering the above factors.

The scope of work shall also include the following.

1. Collection of all relevant site data which could be required for proper designing and successful layout, installation & commissioning of the system.
2. Realistic and pragmatic engineering designing of all the necessary device/ components and subsystem including technical civil work that are required for system.
3. Supply and transportation of all required material, components, device, subsystems and equipment to the site and arrangement of safekeeping and storing them at site.
4. All arrangement at site, required tools, labor work, engagement of labour, etc all other required work for successful implementation of project on turnkey basis. (excluding technical civil work if any)
5. Supply installation of all essential sign boards, markers etc and all essential; and required documents and manuals clearly explaining the operation and maintenance and trouble shooting of various portion of the system.
6. Imparting necessary training during installation commissioning and after commissioning of the plant to the technicians/users as well as classroom training in fault diagnosis and equipment repair.
7. The entire system must confirm to all the relevant national standards of safety (if any).
8. The Supplier has to suggest required Civil work design to the consignee. Consignee will make arrangement for civil work.
9. Corporation shall be in full liberty to buy system of his choice irrespective if the rates.

The Managing Director of the Corporation will decide the modus operandi for the selection of Applicant for award of work and Finalizing of Rates.

2. Tender Documents

Following documents are forming part of the tender document:

Sl	Particulars	Relevant section
i	Instructions to bidder on electronic tendering system	Section-I
ii	Terms & conditions for supply, installation and commissioning of seed processing cum grading plants with essential accessories	Section-II
iii	Eligibility of the tenderers	Section-III
iv	General Conditions Of The Contract	Section-IV
v	Additional conditions of contract	Section-V
vi	Bank guarantee in lieu of security deposit and performance guarantee bond.	Section-VI
vii	Agreement form	Section-VII
viii	Affidavit	Section-VIII
Annexure		
1	Application form	Annexure-1
2	Affidavit	Annexure-2
3	Form for Technical Bid	Annexure-3
4	Form for supply of additional component of processing plants	Annexure-4
5	Technical specification	Annexure-5
6	Format for CA Certificate for turnover	Annexure-6
7	Undertaking by the firm / bidder	Annexure-7
8	Format for EMD and Tender paper cost	Annexure-8

The tenderers are advised in their own interest to carefully read the tender documents and understand their purpose. Unless the tenderer specifically states to the contrary respect of any

particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender documents.

3. Clarification required by tenderers

Any clarification required in connection with the tender documents may be obtained from Managing Director, OSSC, in writing prior to the date of opening of the tenders. Any clarification so issued to one tenderer shall be sent to all other tenderers who purchase tender documents in time so that they may also consider the clarification in preparing their tenders.

4. Tenders must be submitted in the tender form provided in the tender documents. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary.
5. Erasure or alteration in the bid documents should be avoided. Modification if any, erasure, or alteration should bear the signatures of the person signing the bid along with stamp of the tenderer. **Any modification not so signed will and the whole tender may be treated as void on this ground.**
6. The tenderers should clearly indicate their experience in manufacturing and assembly of items quoted by them indicating the period they have been manufacturing, assembling the said equipment and their experience in the installation and commissioning of such equipment.
7. In case the equipment deviates from the specifications laid down in the tender form, the tenderers should describe as to in what respect and to what extent the equipment offered by them deviates from the specifications even though the deviations may be minor.
8. Tenderers should enclose with their offers descriptive catalogue; literature; leaflets and engineering drawings supplementing the description and point out any special feature/advantages of their equipment quoted. All the literature, leaflets, engineering drawings etc. should be in English or accompanied by English translation in case the language is other than English. This should be adhered to strictly to enable objective evaluation of offers.
9. The tenderers should also enclose with their offers the test reports from any recognized agency with respect to their equipment. In case the equipments do not have any test report, the tenderers may furnish the list of actual users of the equipment for reference
10. The tenderers should indicate the following separately in summary form:
 - (a) Accessories and fittings which are standard with the equipment as well as such of the accessories/fittings which though not considered standard, are included in the scope of supply and included in the bid price.
 - (b) Accessories/fittings which may occasionally or frequently be required but have been specifically excluded by the tenderer from the scope of supply, and should quote their price separately.
11. The tenderers must also enclose the spare parts catalogues of the entire equipment indicating the concessional price at which they can supply the same during 36 months from the date of commissioning, and the tenderers may be asked to supply at these quoted rates.

12. Quotation of Prices

For the purpose of comparison and evaluation of bids the tenderers are required to quote their rate equipment wise / item wise and unit wise and should be given as under:

- (a) Ex—works price of equipment (including excise duty if any)
- (b) Packing charges; mode of packing to be indicated.
- (c) Forwarding charges.
- (d) Insurance, Vat taxes other taxes etc. as would be applicable.
- (e) If 'C' and 'D' forms or any other form relating to sales tax is required it should be clearly indicated in the tender.

13. Printed Terms and Conditions of Tendering Firm

Printed terms and conditions of the bids shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid- down by the tenderer and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms and conditions of the tendering firms have been rejected by the Corporation.

14. Tenderers must check their offer carefully before submission. Request for enhancement of price will under no circumstances be considered before or after opening of the tender.

15. Agreement

The successful tenderer shall, within 15 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given(annexed) The terms and conditions contained in the tender document will construed to be part of the agreement. Any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in the Agreement. The cost of stamping for agreement shall be borne by the successful tenderer.

16. Refund of Earnest Money.

- A. Unsuccessful Tenderers : In case of unsuccessful tenderers who do not withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer which ever is earlier to be online refunded.
- B. Successful Tenderers: The successful tenderer shall on intimation of letter of acceptance and within 15 days before the signing of the agreement shall deposit in cash or by demand draft or furnish Bank guarantee in the manner as per the Performa given to the extent of 10% of the contract price (after adjusting the amount of earnest money) towards security-cum-performance guarantee for due fulfilment of the condition of contract.

17. Forfeiture of Earnest Money:

In the event of a tenderer, whose tender is received within time, withdraws his tender before the receipt of the official decision or a tenderer whose tender has been accepted fails (i) to execute the contract (ii) furnish security cum performance guarantee bond after such acceptance is made known to him, the earnest money deposited by such tenderer shall be forfeited and in the later case the acceptance of the tender shall also be revoked.

18. All the disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to settlement of disputes.
20. The tenderer shall keep their offers open for acceptance for a period of 120 days from the date of opening of tender. In case the last date happens to be a holiday offers should remain open for acceptance till the next working day. Tenders with shorter validity, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

SECTION-I

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e Procurement Portal i.e. <https://tendersodisha.gov.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://tendersodisha.gov.in>
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://tendersodisha.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption& Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney/ lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information

Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company .In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. The link for down loading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders through the single portal e Procurement system on the Home Page at <https://tendersodisha.gov.in>

5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement <https://tendersodisha.gov.in>

6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7. Off-line Payment of Tender Document Fee + EMD-

7.1 Amount Deposit & Bid Preparation & Submission:-

7.2 PREPARATION & SUBMISSION OF ONLINE APPLICATIONS/BIDS:

(i) Detailed Tender documents may be downloaded from e-procurement website <https://tendersodisha.gov.in> and tender (bid) mandatorily be submitted online following the instruction appearing on the screen.

(ii) Scanned copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope: The require documents (refer to NIT) shall be

prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

- (iii) FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually).

NOTE:-

(A) *Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://tendersodisha.gov.in>*

(B) *For help manual please refer to the 'Home Page' of the e-Procurement website at <https://tendersodisha.gov.in> , and click on the available link 'How to...?' to download the file.*

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee and EMD Fee shall be made by eligible bidders through off line** in shape of Bank Draft favouring Managing Director, Odisha State Seeds Corporation Ltd. through any Nationalized Bank/ Scheduled Bank payable at Bhubaneswar.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://tendersodisha.gov.in> to be eligible to participate in the e-Tender. **The intended bidder fails to pay tender paper cost and EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**

Key Dates

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

1	Name of work	Supply, installation & commissioning of seed processing plants with related accessories.
2	No. of work	08 nos
3	Bid Cost	Rs.10,500/-
4	EMD	As mentioned in the Tender Schedule
5	Availability of Bid Document in Portal	15.00 hours on dt. 07.06.2017 to 17.00 hours on dt. 27.06.2017
6	Last date of receipt of tender in portal	17.00 hours on dt. 27.06.2017
7	Last Date/time of Receipt of cost of tender paper & EMD	17.00 hours on dt. 30.6.2017
8	Date and time of opening of Bid	12.30 hours on dt. 01.07.2017

Important Note:

- 1) The Applicants/bidders have to complete '**Application/ Bid Preparation & Submission**' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

SECTION-II

TERMS & CONDITIONS FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SEED PROCESSING CUM GRADING PLANTS WITH ESSENTIAL ACCESSORIES

1. The firms are required to mention bifurcation of their rates showing the detail of basic rates, excise duty, sales tax etc. in their bid. Excise Duty/ taxes on the **ORDERED/CONTRACTED ITEM** will be paid extra as applicable. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of taxes/duties **ON THE CONTRACTED ITEM**, no such increase will be allowed. However, if there has been any reduction in taxes/duties, the same will be availed. No variation in taxes/ duties on raw material will be applicable.
2. The Rates should be quoted on Consignee Destination basis anywhere in Odisha at supplier's risk.
3. **The PAN No & TIN and balance sheet of Company last three year (certified by the Chartered Accountant) should be submitted by the firm/supplier dully attested.**
4. **The copy of DIC certificate should be enclosed (duly attested).**
5. The Earnest Money of the un-successful Tenderers will be refunded after the finalization of the Tender(s). The earnest money of the successful Tenderer shall be adjusted towards their Security deposit of 10% of the value of purchase order for satisfactory and faithful execution of Order. In case the successful Tenderer fails to supply the material in time the amount of Security deposit shall be liable to be forfeited and the supply order shall be liable to be rejected and the purchase shall be made at their risk and cost.
6. The supply/installation/commission of Plant & Machinery and Gen sets as per schedule time within 120 days from receipt of supply order strictly
7. Where for any unavoidable reasons the tenders cannot be opened on the date prescribed in the NIT/ Tender Enquiry letter the date shall be extended and such extended date will be notified to all concerned. In case the specified date of opening falls on holiday or a holiday is subsequently declared on that date, the tenders will be opened on the next working day following holiday(s).
8. As far as possible the prices accepted shall be firm. In case the party has made a genuine mistake in calculations, necessary rectifications may be allowed provided the resultant price is the lowest with the approval of the Managing Director of the Corporation in this regard. However, in such cases the Corporation in this regard will have right to review the whole case and take the suitable decision.
9. The rates shall be quoted FOR destination i.e. OSSC Field units. Taxes if any should be clearly mentioned. The rates shall be generally determined based on the rates quoted by the L-1 bidder if the quoted rates are found to be reasonable by the Indenting Department, and negotiations, if any, held with lowest bidder.
10. The interested bidders shall have to pay mandatorily deposit (under document fee – Non refundable) of Rs.10500/- (Rupee Ten Thousand Five hundred Only) off line in shape of bank draft favouring managing director OSSC LTD.

11. The Earnest money of the tenderers will be forfeited to OSSC account if they withdraw their offer/rates or modify the terms & conditions of the same during the validity of their offer which are adverse to the business ethics.
12. The quantities mentioned in the NIT or Tender Form may be reduced or increased at the sole discretion of the Corporation.
13. The tenderer must furnish a certificate along with their offer that the rates quoted/charged by them are their lowest rates & no way higher to those quoted/ charged from State Seeds Corporation/Govt. Institute, other State Governments and Institutions in India & in case, they quote/supply at lower rates to anywhere in the country during course of supply in this case, then the same rates will be applicable in this case.
14. Only the principle manufacturers or their direct subsidiary in India are eligible to quote, along with proof of manufacturing firm to be actually a manufacturer. In case manufacturer quotes his rates, then he is required to submit documentary proof to this effect that he is actually manufacturing this item.
15. The Firm should send the leaflet literature of the quoted item and submit balance sheet of the firm for last three years in which turnover is not below 15 crore each year.
16.
 - a) Tender documents can be downloaded online from the Portal [:https://tendersodisha.gov.in](https://tendersodisha.gov.in).
 - b) As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain **Digital Signature Certificate (DSC)** at the earliest. For obtaining Digital Certificate, the Bidders should follow Point No.2 under “Instructions to bidder on Electronic Tendering System”.
17. The Bidders can download the tender documents from the Portal: <https://tendersodisha.gov.in>.
18. The time allowed for delivery will be the essence of the supply order. In case of delay in execution of the order, the Corporation may cancel the order without any compensation and or the supplier may be liable to penalty as mentioned below subject to a maximum of 10% and the same shall be recoverable either from the earnest money/security or from the pending bills of the supplier or from any other deposits/securities etc. lying with the Corporation or through a court of law, as the case may be. The decision of the Managing Director of the Corporation in this behalf shall be final and binding on the tenderer. In case the purchasing authority decided to accept a delayed supply, the supplier shall still remain liable to pay penalty for delay as mentioned here under:-

**Schedule of penalty on the value of undelivered
Material per week or part of the week.**

- i) Ist week 0.5%**
- ii) 2nd week 1.0%**
- iii) 3rd week 1.5%**
- iv) 4th week 2.0%**
- iv) subsequent weeks 2.0%**

subject to maximum 10%. OF THE ORDERED VALUE

However relaxation may be allowed in case of extra ordinary situation.

19. The inspection of the goods will be carried out by the authorized officer(s)/nominee(s) of the Corporation before dispatch and/or after receipt of material at destinations(s) according to the terms mentioned in the purchase order/tender. In case of pre-inspection, the inspection shall be arranged at the supplier's premises before the material is dispatched to the corporation or after receipt of the material as may be decided in each case. A copy of the inspection in case where the inspection has been carried out prior to dispatch shall be attached by the supplier while forwarding Railway Receipt or Transport Receipt or the receipted Goods Challan as the case may be.
20. The Corporation reserves the right to accept or reject any or all tenders without assigning any reason thereof or entrust the work to more than one tenderer.
21. The offer should be valid for acceptance for a period of not less than **120 days** from the date of opening or tender. In the absence of any explicit indication to the contrary, the offer will be considered to be valid for a period of **120 days** from the date of opening of tenders.
22. The Tender signed by a person (other than the tenderer) on behalf of the Tenderer without disclosing his authority to do so shall not be deemed to be valid tender and may be liable to be rejected. No tender will be considered unless and until all the documents are properly signed.
23. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://tendersodisha.gov.in>.
24. The tenderer shall provide any ancillary or others spare parts in other existing processing plants in the state as and when required by the corporation to the details of brake up of machinery with mutually agreeable acceptable terms and condition of supply within the allotted period for installation of the same.

SECTION – III

ELIGIBILITY OF THE TENDERERS

1. Eligibility

Stage-I (Pre qualification stage): this is the stage wherein following documents related to bidders qualification and EMD details are to be submitted.

1. Tender fee amounting to Rs.10,500/- in the form of DD (In favour of Managing Director, OSSC Ltd), Santrapur, Bhubaneswar, Odisha payable at Bhubaneswar.
2. The Details of EMD: The supplier will have to deposit 20,00,000/-(Rupees twenty lacs) only the total cost of equipment as EMD in the form of DD In favour of Managing Director, OSSC Ltd), Santrapur, Bhubaneswar, Odisha payable at Bhubaneswar.
3. Income tax return for the past consecutive three financial years .
4. Sales Tax/TIN/Service Tax Number Registration
5. The applicant should be a company registered under the Companies act-1956 or a partnership firm registered under partnership act 1932, sole proprietorship or Government owned entity.
6. The applicant should have an annual turn over of at least Rs.15.00 Crores for the last three consecutive years from the business of manufacturing /supply and installation of seed processing plant /seed grading only.(Certificate from the Chartered Accountants certifying turn over should be enclosed)
7. An applicant should have experience of supply and commissioning of minimum 25 Unit of Seed Processing Plant / seed Grading Unit of similar/ enhanced capacity in the last three financial year (Performance Report, User list of the quoted machines and models should be enclosed with the offer/copy of the supply order).
8. An applicant should have own facilities for fabrication of required machineries and structures not to trade these items from other vendors .(Self certified photocopy of valid license of manufacturing issued by District Industry Centre /any Govt authority should be submitted)
9. An applicant should describe details of infrastructural facilities available with the firms for under taking the work required.If required physical verification of the Manufacturing site may be done by the Technical committee. The applicant may also be asked to arrange for live demonstration of quoted machines at manufacturing site.
10. An applicant should have the experience of such plants in Govt/institutions on turn key basis for the last three years.Certificate to this effect shall be attached along-with the offer.
11. The firm should have in-house facility of dynamic balancing of fans/blowers and CNC facilities for metal works, such as punching,bending,rolling . CE certified product is preferred,also the applicant firm should have ISO -9001.2008 certification. Machines having Less HP & compact in size shall be preferable. Offer should declare total H P

requirement of complete unit and HP of each motor used separately Certificate of the same should be enclosed along-with the tender.

12. Applicant has to submit self certified copy of all the relevant documents.

13. Applicants black listed in any State/Union territories will not be entertained. Involvement in any Criminal case ,Fraud Case etcc should be brought to the notice on which Committee will take decision.

Only tenderers, who are established manufacturers for supply of seed processing machinery and related equipment, as given in the tender notice, are eligible. For this purpose, tenderers are required to indicate the country of origin of the goods in their tender.

SECTION –IV

GENERAL CONDITIONS OF THE CONTRACT

01. PROCEDURE FOR TENDER

1.1 The Corporation invites the tender for supply and installation of Seed Processing Plants on turnkey basis.

1.2 Only one offer will be accepted from any Applicant. If any individual participating in the offer, representing more than one firm in one or different names and it comes to our knowledge at any point of time, all such offer will not be entertained and shall be liable for rejection.

02. It is the discretion of the Managing Director of the Corporation to accept/reject the application without assigning any reason thereof.

03. AVAILABILITY OF TENDER DOCUMENT

As the document is available on www.tendersodisha.gov.in and as well as in the website of the corporation, the same can be down loaded from there. However the tender documents are to be uploaded www.tendersodisha.gov.in . Applicant should submit Application along with cost of document Rs 10,500.00 (ten thousand five hundred only) and EMD of Rs.20,00,000.00 (twenty Lacs only) by way of demand draft of in favor of this corporation along with all the required information mentioned in document.

04. SUBMISSION OF TENDER

4.1 The Tender shall be submitted in Two envelope A (Technical information regarding eligibility) B (Financial offer) i.e BOQ

4.2 Document complete in all respect (with all the required information /documents must be received by post or dropped in the Tender box kept in the office of the Managing Director of The Odisha State Seeds Corporation Limited, Santarapur, Bhubaneswar within the scheduled date and time.

4.3 Tender uploaded in the online portal shall be opened on the scheduled date and time.

4.4 (Financial Offer/BOQ), of the Applicant found eligible after scrutiny of Technical bid, shall be opened and the BOQ submitted by the bidders shall be placed before the tender committee for final decision on the matter. Accordingly AOC will be issued in the name of the successful bidder.

4.5 The Corporation will not be responsible for any delay on any account in receipt of offer. If the offer is received after the specific date and time, even if the delay in receipt was caused in postal transit or any other reason, whatsoever, the same shall not be considered and the offers will be returned unopened.

4.6 Individual signing the document and or any related documents will have to attach proof of authority in original to sign on behalf of the Applicant. Not applicable if signed by Partner or Proprietor.

05. TENDER DOCUMENT

The Applicant is expected to read carefully all instructions, conditions of the Document, Performa agreement, Specifications, all annexure, 11 Failure to comply with the requirements of offer submission will be at the Applicant risk. Offers that are not substantially responsive to the requirements of the Tender documents will be rejected. **The Applicant has to submit undertaking as per annexure 4 on non judicial stamp paper of Rs 100.**

06. EARNEST MONEY DEPOSIT (EMD) :

Applicant has to deposit required Earnest Money Deposit (EMD) of Rs20,00,000.00 (twenty Lacs only) below by way of demand draft in favor of "The Odisha Stae Seeds Corporation Ltd" Payable at Bhubaneswar.

- (i) Earnest Money of all unsuccessful Applicants will be returned. No interest is payable on the amount of EMD at the time of refund.
- (ii) Earnest Money shall be forfeited if the offer is withdrawn.
 - a. At any time prior to its rejection,
 - b. Before or after the acceptance is communicated to the Applicant.
 - c. If the selected Applicant fails to execute the agreement within prescribed time limit.
 - d. If it is found that false documents/ information are submitted.
- (iii) The EMD will remain with the Corporation during the currency of the contract and/or till successful execution of all the order placed during the currency of the contract and will be refunded to the supplier without interest in case of no dispute.
- (iv) Earnest money of successful Applicant will be adjusted against Security Deposit (SD) at the time of the execution of the said work on request.

07. SECURITY DEPOSIT (SD):

- (i) The Security deposit ie 10% of the ordered value will remain with the corporation during the currency of the contract including the period of AMC i.e. 36 months and will be refunded to the supplier within one month after expire of 36 months without interest in case of no-dispute.
- (ii) Security deposit will be forfeited in case of failure of supply of the material as mentioned in the supply order, sin time and as per the approved specifications or for any breach of terms and condition of the agreement and tender.
- (iii) The security deposit will be refunded after the successful execution of all supply orders during currency of the contract period including AMC provided no dispute; claims or complaints exist for settlement without interest.

08. TECHNICAL SPECIFICATION:

1. Technical Specifications are given in Annexure 5. Applicant has to submit details of items offered by them and supply items as per the specification.
2. If anything regarding technical specifications is not clearly mentioned in the offer documents, the differences arising out on such points will be settled by the committee authorized by Managing Director of the Corporation.

09. LOCAL CONDITIONS:

It will be imperative on each applicant to fully inform himself of all local conditions and factors which may have any effect on the execution of the works. Corporation shall not entertain any request for clarifications from the Applicant, regarding such local conditions.

10. QUOTING OF RATES

1. Applicant has to quote Final selling rates to the corporation i:ethe rates must include the cost of material, cost of Designing Installation, Commissioning manufacturing, cost of Transportation, ,all the taxes whatsoever and corporation margin, F.O.R. destination. The rates must be given as per Annexure 6.
2. The Applicant should quote final selling rates (F.O.R. destination) to Managing Director of this Corporation, inclusive of all applicable taxes duties, in Annexure.6
3. The rates must be quoted both in words and figures. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered.
4. Quoted Rates must include cost of Annual Maintenance for 3(three) years which is warranty period.

11. REASONABILITY OF RATES:

Applicant shall have to offer his lowest rates for the offered item and it should be strictly in accordance with the clause mentioned below:

- (i) The price charged for Items under this contract by the Applicant shall in no event exceed the lowest price at which the identical items to any other person /organization/ government department/Govt. Corporation / or any Govt. body in Odisha. during the period till completion of all orders issued during the currency of contract is completed.
- (ii) If at any time during the said period the Supplier reduces the sales price of such offered items or sells such items to any other person/ organization at a price lower than the price chargeable under the contract, the Supplier shall forthwith notify such reduction in the rate to the Corporation. The price paid under the contract after such reduction in sale price, shall stand correspondingly reduced. The Corporation shall be entitled to recover such excess amount.

12. NEGOTIATIONS:

It is clarified that normally, no rate negotiation will be done and therefore the Applicant should quote their lowest prices only. However the Managing Director of the Corporation may decide to negotiate the rates in exigencies required to do so.

13. VALIDITY OF TENDER:

Application received in against this tender is valid for acceptance for 120 days from date of Submission.

14. VALIDITY OF CONTRACT:

The Contract against this Tender is valid up to successful execution of supply orders.

15. AWARD OF CONTRACT:

The Corporation shall notify the successful applicant by issuing a Award of contract (AOC) that his tender has been accepted.

16. EXECUTION OF AGREEMENT:

- (a) The successful Applicant shall have to execute an agreement as per Annexure 8 with the Corporation. The agreement will be executed on non-judicial stamp paper of Rs. 500/-the cost of the same will be born by the Applicant.
- (b) The Corporation shall intimate the successful Applicant regarding acceptance of his offer and inform him to execute an agreement. In case the Applicant fails to execute agreement within time limit the EMD deposited by Applicant shall be forfeited.
- (c) After execution of agreement the applicant will be called as supplier.

17. PLACEMENT OF ORDER

- 17.1 Initially the Corporation shall place orders for supply of 8 units of seed processing plants. In first phase equipment at 04 centers shown below is to be delivered/ installed. In second phase rest 04 centers delivery/ installation will be made.

Phase I

Sl	District	Place of Go-down cum Grading Center
1	Sonepur	Sonepur (Jhinki)
2	Ganjam	Babanpur
3	Ganjam	Rangeilunda
4	Bolangir	Bolangir(RE Farm)

Phase -II

Sl	District	Place of Go-down cum Grading Center
1	Nawarangpur	Umerkote
2	Balasore	Seragada
3	Koraput	Kotpad
4	Cuttack	Ranihat, Cuttack

NB: Location of setting of plant and machineries can be changed as per exigencies.

The Authority at Head office of the Corporation shall place supply order to the supplier

18. SCHEDULE AND MODE OF SUPPLY / PAYMENT

The supplier has to supply and install the processing plant machinery within 4 Month from the receipt of order of the Corporation. The payment shall be released on "Payment after Payment" basis after deducting T.D.S. as per following manner as follows:

1 PAYMENT

90% Value of Work Order- The Corporation shall release 90% of Work-order value on receipt of the ordered material in full quantity in good condition at the desired site of the consignee points. and shall be released within one month from the date of, commissioning and trial run.

2. 10% Value of Work Order

Remaining 10% payment shall be released after the expiry of Annual maintenance contract period i.e 3 (three) years which warranty period.

Release of the Performance Bank Guarantee (as Performance Security Deposit), will be considered only on submission of requisite certificates of satisfactorily working of the systems, failing which the Bank Guarantee will be forfeited.

3. SUPPLY

The supplier shall ensure that the ordered material in all as per order supplied by him reaches to the consignee at destination in good condition.

Failure on the part of the supplier for timely supply/installation, may lead to forfeiture of the Security Deposit and the rate contract shall stand cancelled and agreement terminated.

If any dispute regarding the quality / quantity of the material supplied, the corporation will make payment after settlement of the dispute only.

Trail-run and Training -Trail run of the machineries are entirely the responsibility of the supplier. Training for proper use and periodic maintenance of the plant shall be provided by the supplier at the time of commissioning of the plant.

Electric and Technical Civil Work: Required electric connection and technical civil work will be carried out by the supplier at its own cost under the supervision of Engineer / Technician of the supplier. The supplier shall provide proper and suitable drawing for civil foundation work.

19. INSURANCE AND COMPENSATION:

- a. The Supplier will arrange for Transit Insurance and Material supplied should be covered under Transit insurance for Road Risk, Theft, Pilferage, and Non Delivery Risk (RRTPND).
- b. The Supplier has to fulfil all the provisions mandatory or obligatory under workmen compensation Act. Payment of minimum wages act. Employee State Insurance schemes or any other labour laws in regards to the welfare of the workers engaged by the supplier for the purpose of the fulfilment of contract under tender. Any award, compensation for injury or death of any worker/employee or other person, penalty etc shall be the responsibility of the supplier. However if the corporation is required to make payments on these accounts the same shall be recovered from suppliers.

20. WARRANTY & WARRANTY PERIOD

1. It is a essential part of the contract that the supplier shall provide warranty of the full system for three year. During the warranty period following maintenance shall be required to be carried out by the supplier.
2. Proper checking, up keeping and replacement (if required) of any component or sub-components of the system for proper operation of the system.
3. Repairing/replacement of all defective components and subcomponents of the system as per the requirement to ensure proper operation of the system.
4. The Scope of work includes repairing/replacement of components to make the system functional within warranty period whenever a complaint is lodged by the user. The supplier shall attend the some within a reasonable period of time and in any case of breakdown shall be corrected within a period not exceeding 15 days.
5. The safety and security of the system shall be the sole responsibility of the user
6. In case of full damage or breakage of the component due to negligence or fault of beneficiary/ user department the same shall be replaced at users cost.

21. TESTING FOR QUALITY

In Case of any dispute of quality, the Corporation will get the material tested in order to ascertain the quality by testing through NABL/BIS accredited labs/, the testing charges incurred for the same shall be recovered from the bills of supplier. In case of compliant regarding performance of machine, the Managing director of the Corporation may form a Committee to examine the performance.

22. FORCE MAJEURE CLAUSE:

If any time during the currency of contract the performance in whole or in part by either party or any obligation under this contract shall be prevented /delayed by reasons of any war, hostility, acts of the public enemy, civil commotions sabotage, fire, floods,

explosions, epidemics, quarantine, restrictions, strike, lockouts or acts of God (hereinafter referred to as eventualities) then neither party will be way of such eventuality be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non performance or delay in performance (provided notice of the happening of any such eventualities is given by either party to the other within 21 days from the date of occurrence thereof) Deliveries under this contract shall be resumed as soon as practicable after such eventualities has come to an end or ceased to exist.

23. Submission of application shall deem to be the acceptance by the Applicant of the all the terms and conditions contain herein.
24. The Managing Director of the Corporation reserves the right to accept or reject any or all the application without assigning any reason what so ever at any time prior to the award of the contract, without incurring any liability to the affected Applicant and any obligation to inform the affected Applicant of the grounds.

25. Penalties:

If supplies are not made in time, the managing director may accept delayed supplies with due concern of the purchaser department only, after imposing penalty as per the decisions of purchasing department as indicated above .

The Managing Director of The Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred) which maybe forfeiture of SD and/or debarring the supplier for maximum period of 5 years to supply all materials, whatsoever may be, through this corporation.

26. AMENDMENT IN TENDER DOCUMENTS :

Managing Director of the Corporation reserves the right to amend or replace or change any condition without any notice, in exigencies required to do so, at any time prior to the submission of the tender or prior to the opening of the financial offer The amendment will be notified at web site of the corporation. These amendments will be binding to offered.

27. Arbitration:

In case of any dispute arising between the supplier and Corporation the matter shall be referred to processing manager of the Corporation. In case the supplier is not satisfied with the decisions of Processing Manager the matter shall be referred to the Managing Director of the Corporation who will act as sole arbitrator finally passes his verdict, which will be binding, to supplier and Corporation.

28. For all legal proceedings the district court Bhubaneswar will have jurisdiction.

SECTION V

ADDITIONAL CONDITIONS OF CONTRACT

1. The processing plant & machineries and other equipment complete in all respect included in Annexure-5 should be quoted for equipment/turnkey supply as the case may be and complete with all accessories including chute pipes, spouting, air- ducts, foundation frames etc. as would be required for installation purposes at the plant site.
2. Offers for turnkey supply of equipment should be accompanied with engineering drawings such as layout plans, section and installation drawings clearly indicating all the components of processing units/lines as included in the offer.

The Annual turnover for the last three years of the manufacturer/supplier should not be less than 15 cores for each year in case of plant & machineries. This shall be a prerequisite for consideration of offers.

3. Offers for turnkey supply of complete equipment shall include detailed description of the process along with total power requirements.
4. The supplier shall ensure that equipment meant for plant site is dispatched at one time 'in total inclusive of main equipment, accessories and fittings. Part shipment shall not be accepted. Demurrage/mortgage arising on account of part shipment shall be the exclusive liability of the suppliers only.
5. Item-wise service charges including cost of materials & labour, for undertaking its installation and commissioning and in-plant training of Purchaser's personnel for a period of 15 days after commissioning the items (processing units/processing i at the respective plant sites shall also be quoted separately by the tenderers. Decision/option to avail of such services shall, however, rest, with the Corporation and shall not be in any way binding and not alter the scope of supply of equipment.
6. Sub items of equipment for individual items under Annexure-5 should be normally quoted from one –single source. However, the tender may quote for the Complete Unit lines even if some sub-items of main item are of different manufacturer but compatible with the system. In such a case, tenderer shall be responsible for the performance of the contract as well as guarantee for the system performance and also unit performance for the quoted equipment.

Bids offering equipment required all the items for individual plant sites included in Annexure-5 shall be preferred on account of various technical and commercial reasons.

While processing bids for complete units/lines, rates of individual sub-items shall also be quoted to facilitate bid comparison and evaluation.

7. Wherever required, the metallic surface shall be coated with 2 coats of primer a red oxide and then shall be painted with two coats of satin blue synthetic enamel paint.
8. The terms and conditions incorporated herein are without prejudice to other terms and conditions contained in other section of this tender document.

9. Extra supplementary items and minor deviations in the contracted specifications and rates thereof may be allowed by the Corporation, if required.
10. Reference will be given to ISO certified company.

SECTION –VI

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT AND PERFORMANCE GUARANTEE BOND.

THIS BANK GUARANTEE is executed on this _____ day of _____ by

_____ Bank (hereinafter called the “Bank”, which expression shall include, where ever permissible, its successors and assigns) in favour of Odisha Seeds Corporation Limited (hereinafter called the “Corporation” which expression shall include his successors and assigns) at the request of M/S. _____

(hereinafter called the “Supplier”, which expression shall include his successors and assigns).

WHEREAS _____ the “Supplier”, M/s. _____ had tendered in respect of a ICB-VII issued by the Corporation.

AND WHEREAS the tender of aforesaid supplier has been accepted and in consequence thereof the Corporation has placed a Supply Order for seed processing machinery and related equipment mentioned in Purchase Order No. _____ dated AND WHEREAS the Supplier is required to deposit a security with the Corporation to the extent of an amount of Rs. _____ (Rupees

_____) being 10% of the value of the aforesaid Order placed by the Corporation on the Supplier for due performance of the contract. The aforesaid security is to remain with the Corporation and can be refunded after 1(one) month from the date of successful completion of the AMC period. The security deposit shall remain with the Corporation for 36 months from the date of furnishing the security, but the period may extend, in case there is any delay in successful completion of the contract and the period has been extended by the Corporation.

AND WHEREAS under the terms of contract, the Supplier has warranted in respect of specifications, quality and performance of the equipment to be supplied under the contract.

AND WHEREAS the Corporation is entitled to retain 10% of the price of the equipment, so ordered, till 36 months after the aforesaid warranty expires. The period of warranty is _____ months from the date of -----AND WHEREAS the Supplier, with the desire of getting the said 10% price from the Corporation, has proposed to furnish a Bank Guarantee in lieu of the amount of performance guarantee.

AND WHEREAS upon being approached by the Supplier, the Bank has agreed to give a Bank Guarantee in lieu of 10% of the value of the Purchase Order placed by the Corporation initially as a security for due performance of the contract and thereafter as a deposit with the Corporation for due performance of the equipment supplied under the said Purchase Order.

AND WHEREAS in consideration of the Bank having agreed to furnish a Bank Guarantee to the Corporation in lieu of security deposit, and subsequently in lieu of deposit for guarantee for due performance of equipment, the Corporation has agreed to waive the necessity of the supplier’s making a deposit of security amount and of the necessity to retain 10% of the price of the equipment till 36 months after the period of warranty expires.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH and the Bank hereby agree and guarantees: If the Supplier commits any breach of any of the terms and conditions of the contract or of the supply order and the Corporation declares that the supplier has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Supplier.

2. The Supplier has warranted to the Corporation as follows:

- i) The Supplier warrants that the goods supplied under the contract/order are free from all defects and faults in material, workmanship and manufacture and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of equipment ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.
- ii) The Supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 36 calendar months from the date of commissioning of the equipment months from the date of receipt at site, whichever is earlier.
- iii) The Supplier's warranty in respect of any complaints defects and/or claims limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to/or arise from faulty workmanship or material or design in the manufacture of the equipment, provided defects are brought to the notice of the Supplier within 3 months of their being first discovered during the warranty period. The warranty period for replaced parts will extend to till such time for which warranty period expires. A months from the date of replacement as envisaged by the warranty clause in this agreement/order in respect of original supply. The Supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at the option of the Corporation, the supplier shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reason of any breach of the conditions specified in the Contract/Order. All replacements and repairs that the Corporation shall call upon the Supplier to deliver or perform under this warranty shall be delivered or performed by the Supplier as quickly as possible but in no case later than 4 months, failing which the performance guarantee bond shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.
- iv) The warranty of the supplier shall not apply to any material which would have been repaired or altered by the Corporation or on its behalf in any manner without informing the Supplier in advance, if however, any such repair does not affect the strength, performance or reliability the warranty shall continue to apply. Any defect caused to any part due to misuse, negligence or accident will not be covered by warranty.

3. If the Supplier commits any breach of the terms relating to warranty and the Supplier becomes liable to the forfeiture of the 10% of the bank guarantee or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demure, the amount of bank guarantee stated above, without making a reference to the Supplier.
4. The Bank agrees that the Corporation shall be the sole judge of and as to whether the said Supplier has committed any breach or breaches of the terms and conditions of the contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof, and as to whether the said Supplier has committed any breach or breaches of the terms of warranty and the extent of loss, damage, costs, charges and expenses caused or suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the Supplier has committed such breach or breaches in respect of performance of the contract or in respect of the warranty regarding performance of the equipment shall be a final and binding on the Supplier and the Bank.
5. The Bank further understands that it shall not be necessary for the Corporation to proceed against the tenderer before demanding the aforesaid amount of the Bank guarantee from the Bank or taking any proceedings against the Bank and the guarantee herein contained shall be enforce able against the Bank.
7. The Bank undertakes not to revoke the guarantee except with the previous consent of the Corporation in writing and agrees that any change in the Constitution of the Supplier or the Bank shall not discharge the liability of the Bank herein.
8. The Bank understands that the Supplier is not entitled to raise any dispute in respect of the decision of the Corporation with regard to the commissioning or breach of the terms and conditions of the contract or of the warranty, before the amount of this Bank guarantee is paid to the Corporation.
8. This Bank guarantee shall remain in full operation for months till after the date of successful performance of the contract, which date shall be communicated by the Corporation to the Bank under intimation to the Supplier, in so far as it relates to the security deposit and shall further remain in force for a period of 36 months from the date of execution of this warranty/guarantee regarding performance of the equipment to be supplied under the aforesaid Purchase Order.
9. The liability of the Bank under this Guarantee is restricted to Rs. _____ (Rupees). The Guarantee of the Bank shall remain into force up to 36 (thirty six) months from the date of execution hereof, unless the Corporation makes a claim from the Bank in writing on or before the said 36 months all rights of the Corporation under this Warranty shall be forfeited and. The Bank shall be relieved and discharged from all liabilities here under. Witness for and on behalf of the Bank

Witness

**SECTION – VII
AGREEMENT FORM**

This agreement is made on this -----between the **Odisha State Seeds Corporation Ltd**, incorporated under the Companies Act 1956 and having its registered office at Santarapur Bhubaneswar-2 and (hereinafter called the “Corporation” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s----- (hereinafter called the “.supplier” which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the “Corporation” with the intention of -----and related equipment invited through tender supply and erection of ----- on dated -----

.AND WHEREAS the supplier submitted their tender No. -----and subsequent negotiations held on ----- and confirmed by ----- vide their letter dated----- and the Corporation placed purchase order No-----with supplier on behalf of aforesaid purchasers for the supplies of equipment as per specifications, quantities and number mentioned in Schedule of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all Terms & conditions for supply, installation and commissioning of seed processing cum grading plants with essential accessories Section-II of the tender dated _____ which shall form part of this agreement.

AND WHEREAS the corporation and the Supplier have agreed that all disputes or differences in relation to the contract or the interpretations, if any, of its terms or implementations thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the Arbitration of a single Arbitrator to be decided mutually and whose decision shall be final and bindings on both the parties. The venue of the arbitration shall be Bhubaneswar. The Arbitration and conciliation Act-1996 of India shall apply to the Arbitrator proceedings. If or any reason, the matter has to be referred to a court of law at Bhubaneswar only, shall jurisdiction in the matter. The Arbitrator shall have power with the consent of the parties to the extend time for making and publishing their award. No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

WITNESS WHERE OF, both the parties have here to subscribe their signatures on the date and year herein above written through authorized representatives. For and on behalf of the supplier For and on behalf of the M/s . Odisha State Seeds Corpn. Ltd.Santarapur, Bhubaneswar-2.

Witness:

1.

2.

Witness:

1.

2.

ANNEXURE- 1

APPLICATION FORM

To

MANAGING DIRECTOR,
ODISHA STATE SEEDS CORPORATION LIMITED
SANTARAPUR,BHUBANESWAR-751002

Subject:- Tender for Design, Supply, Installation and commissioning of Seed Processing Plants with its accessories capacity – 8 TPH on turnkey basis (Based on Wheat).

Dear Sir,

Kindly accept our application for Design, Supply, Installation and commissioning of Seed Processing Plants with its accessories on turnkey basis against tender no-----through your corporation in the state of Odisha. I am submitting application and details as per your prescribed document.

1	Name & Address of the Applicant Firm	
2	If Proprietorship a) Name of Proprietor b) Full Address	
3	If Partnership a) Name of partners and their address b) Is partnership deed registered If yes then date of registration (attach copy of deed)	1. 2. 3. Yes / No 2. Date.....
4	Is Limited or Pvt. Limited Company under Indian Companies Act 1956. Yes / No Please state the following. Limited or Private Limited Registered Office Address Date of Certificate of in Corporation (Attach Memorandum & article of Association)	Yes / No Please state the following.
5	PAN /TIN (Enclose copy)	
6	Service Tax No	
7	Location of Production units	
8	Year of Establishment of the units.	
9	Manufacturing License (DTIC Registration /Acknowledgement Part II)	
10	Address of the factory	

11 Details of Seed Processing Plants Installed by applicant during last three years that best illustrate our qualification as per conditions.

Sl	Name of Organization/ Clients	State	District	Address for communication Mobile/ landline	Seed Processing Plant / Seed Graders Capacity	Qty	Date of Execution of Installation
----	----------------------------------	-------	----------	--	--	-----	-----------------------------------

I hereby confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the documents as enclose.

Date

Signature with seal

Note: Separate sheet may be used if necessary

AFFIDAVIT

We.....hereby offer for Design, Supply, Installation and commissioning of Seed Processing Plant with its accessories, conforming to the Specifications as mentioned in document. We undertake to supply such quantities of material as per Specification as mentioned in document, as we may be called upon to supply and under the conditions here-to enclosed during the allotted period from the date of execution of the agreement on the rates agreed upon, at the places to be specified by the Odisha State Seeds Corporation Limited within the specified delivery period. We undertake that our firm has neither been Blacklisted/Debarred by any Government / Government Undertaking /Bank nor penalized on the same ground. We also undertake that no legal proceeding is pending in any Courts on the same grounds. We undertake that the rates given to the Corporation are the lowest price, in accordance to the prevailing rates of the Company / their other authorized dealer & market condition. In case of any dispute or discrepancy in the submitted rates we will be sole responsible. In such cases the Corporation will be free to recover the losses or impose penalties as decided by the Managing Director of the Corporation. We hereby agree to abide by and fulfil all the terms and conditions of contract annexed hereto and in default there of to forfeit and pay to the Odisha State Seeds Corporation Limited, the penalties or sum of money mentioned in the said conditions. I/we hereby undertake to submit the required security deposit equal to 10% of the ordered value in shape of Demand Draft/TDR/BG to be retained by the Corporation till continuance of the contract including the period of AMC for supply and installation of Seed Processing gum grading plants with essential accessories.

"I have read and fully understood the terms and conditions of supplies etc. mentioned in the documents.

Name :.....

Designation:.....

(Signature with Office Seal.)

Witness:

1.

2.

Note: Letter of acceptance of offer is to be submitted on non judicial stamp of Rs 100.00

SECTION-II
Annexure-A
FORM FOR TECHNICAL BID
(Profile of the Company)

To

The Managing Director
Odisha State Seeds Corporation Ltd
Santarapur, Bhubaneswar PIN-751002.

Sir,

Profile of our Company as under:

1.1 Constitution or legal status of Bidder (Attach copy)

Place of registration: _____

Principal of place of business _____

Power of attorney of signatory of Bid (Attach)

1.2 Work performed as prime supplier on works of a similar nature over the last three years.

Year	Name & Address of Purchaser	Description of Machine	Purchase Order No. & Date	Value (Rs. in lakhs)	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed
1	2	3	4	5	6	7	8

Attach copies of Purchase Orders.

1.3 Information of Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

A. Existing commitments and on-going works.

Description of machine	Place and State	Contract No. & Date	Name & Address of Purchaser	Value of Contract (Rs.)	Stipulated period of completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

B. Works for which bids already submitted

Description of machine	Place and State	Tender No.& Date	Name & Address of Purchaser	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

Attach supporting documents

1.4 Capabilities with respect to personnel equipment and manufacturing facilities.

1.4.1 Availability of infrastructure.

Name of the Building	Size(Sq.Mtr.)	Type of Structure
1	2	3

1.4.2 Availability of Equipment.

Item of Equipment	Available No. capacity	Own/leased to be procured	Nos./capacity	Age/Condition	Remarks (From whom to be purchased)
1	2	3	4	5	6

1.4.3 Availability of Personnel

Type of Employee	No.	Qualification	Experience
------------------	-----	---------------	------------

1.5 Qualification and experience of key personnel proposed for administration and execution

Position	Name	Qualification	Years of Experience (general)	Years of experience in the proposed position
1	2	3	4	5

1.6 Financial reports for the last three years, balance sheets, profit and loss statements, auditors' report in case of companies (Corporation) etc. List them below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements (cash in hand, lines of credit etc. List them below and attach copies of support documents.

1.8 Name, address and telephone, telex and fax numbers of the Bidders' banker who may provide reference if contacted by the OSSC Ltd

1.9 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

2.0 An affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not black listed by Govt./Deptt/Public Enterprises/Govt. Undertaking.

To be filled by Applicant

Demand Draft for a sum of Rs 10500.00 (Rupees Ten Thousand five hundred only)

wide DDNo.....Date.....issued by

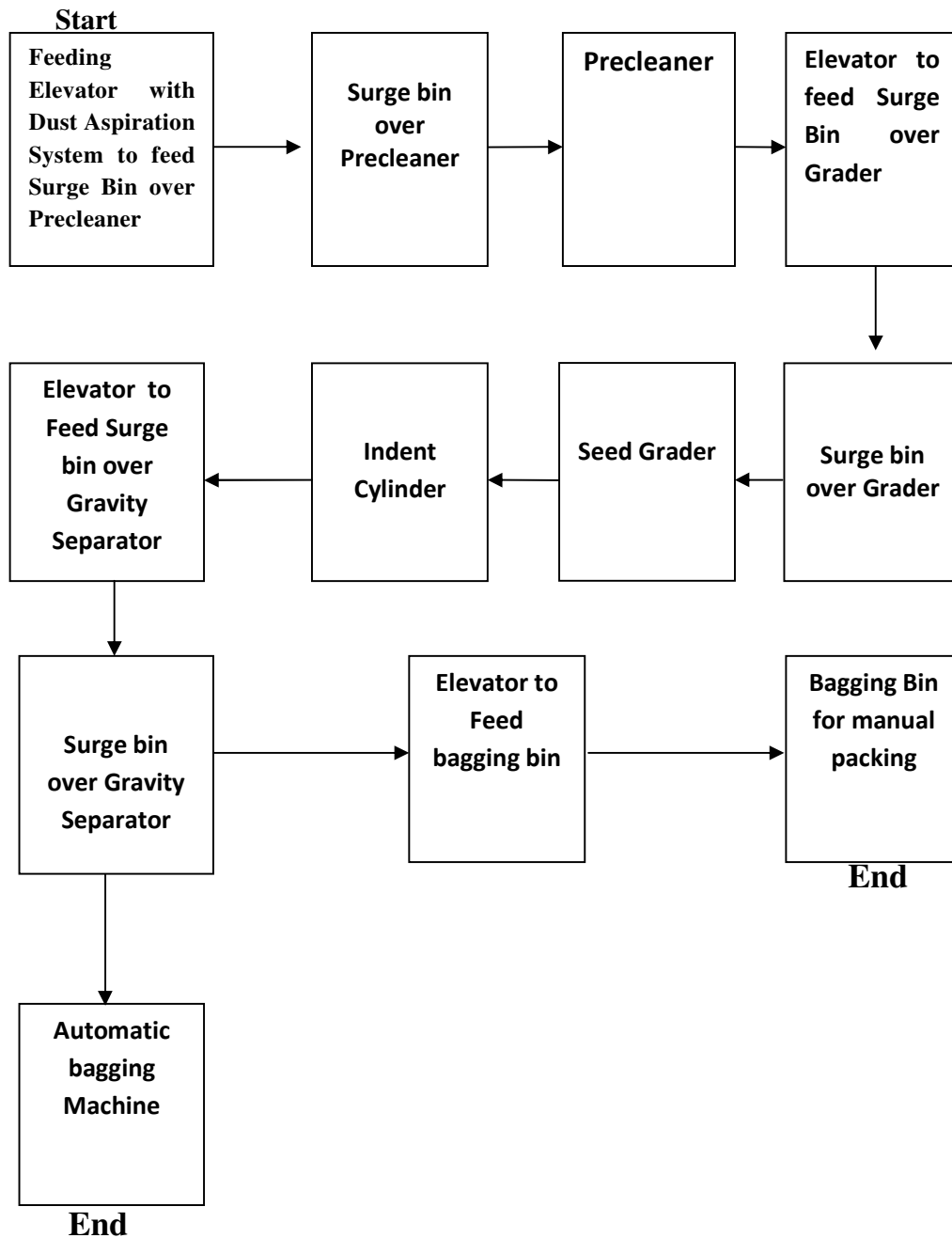
.....(Name of Bank) Branch.....towards the cost of the offer document.

Signature of Applicant

ANNEXURE- 5

LINE DIAGRAM AND TECHNICAL SPECIFICATION OF MACHINES

* LINE DIAGRAM OF PROCESSING MACHINERY TO BE INSTALLED



TECHNICAL SPECIFICATION

Technical Specifications for Supply, Installation, Commission of Seed Processing Plant & Machinery of 08 TPH capacity (based on Wheat) for OSSC on turn-key basis – Each seed processing plant for one site shall be comprising of the following machines/accessories

1	VERTICAL BUCKET ELEVATOR (Feed Elevator) - 1 no Suitable capacity to match input of 10 TPH capacity Precleaner (based on wheat)
a	Self supporting, centrifugal discharge to match capacity of precleaner with Intake Pit with oscillating feeder with VFD (Variable Frequency Drive) for regulating the feed rate (Dump Hopper)
b	Dump Hopper size of at-least 2 M x 1 M made of 1.6 mm/ 2mm M.S. Sheet with heavy duty grating of 25mm x 25mm
c	Head casing of 2.0 mm MS Sheet
d	Boot casing of 3.0 mm MS Sheet
e	Leg casing of 2.0 mm MS Sheet
f	Boot foundation with 10 mm plate
g	Rubberised Head pulley
h	Perforated Wing Type Bottom pulley
i	Belt NN 315/3 of 175 mm
j	Buckets of required size of die pressed Nylon or HDPE with spacing of 175 mm
k	Matching Motor of with matching gearbox
l	Height of delivery as per requirement
l	Blower arrangement for clearance of Dust to outside of the building, generated at the time of pouring of raw seed to the boot of the elevator

2	SURGE BIN OVER PRECLEANER 1 no
	Capacity 2.0 Ton based on Wheat
a	1.6 mm G.I. sheet for sides
b	2 mm GI sheet for hoppers bottom with manually operated discharge gate
c	MS pipes for supporting leg with 12 mm MS plate for foundation
d	Top of the Bucket to be covered with open-able hinged covering
e	Delivery vents should be opened or closed by levers

3	SEED PRECLEANER – Capacity 10 TPH on Wheat - 1 no
a	No of Screens - 3 nos/ No of scalping screens - 2 nos/ No of Grading screens 1 no
b	Screen inclination Fixed
c	Feed hopper with fluted feed roller & feed control arrangement.
d	Dynamically balanced fan assembly for double stage aspiration.
e	Air control system shall be screw type arrangements.
f	Total screen area should not be less than 8.0m ² .
g	Screen perforation cleaning device- Rubber Balls
h	No of Aspirations- Two

i	Collection of air removals - Through Augur or oscillating channel
j	One motor to be provided separately for fan and separate motor to be provided for sieve boat, feed roller and auger shaft.
k	Matching starter should be installed at one place on the body of the machine with one main switch
l	Frame of machine welded out of steel section
m	Feeding hopper to be provide with feed control gate and feed roller with open-able hinged covering over top
n	Aspiration fan to be dynamically balanced
o	Air aspiration should be provided with step-less variable air control with arrangements for lighter impurities
p	Hanging springs should be of high carbon steel
q	Bag holding clamps for all spouts
r	Screen perforation should be punched on CNC machine on CRCA sheet
s	Waste product spout on side with bag holding clamps.
t	Clean & discharge spout in center of the machine.
u	Total motor HP shall not be more than 10.5 HP.
v	Machine shall be fitted with 2 separate electric motors, one for fan and second for sieve deck, feed roller & auger of suitable H.P.
w	Drive control and tropicalised TEFC electric motor with suitable starter, 3Ph. Switch and other electrical controls suitable for operation on 415volts, 3Ph. 50 Hz. AC supply.
x	Sieve deck assembly and setting chamber should be self cleaning type to avoid admixtures during processing/cleaning.
y	All screen sections shall be interchangeable and screen perforation shall be cleaned by rubber balls.
z	Final and discharge spouts are made of stainless steel to reduce Wear & tear.
aa	One set of factory fitted three screens for Paddy(screen perforation sizes shall be intimated at the time of placing the order)
ab	Drive assembly, Tropicalised TEFC electric motor, starter and 3Ph. Switch & other electric controls suitable for operation on 415 volts, three phase, 50 Hz., AC supply.
ac	All moving parts shall be equipped with protective guard
	All shafts are made of EN-8 and are mounted on pillow/flange type, self aligned, high quality ball bearings with built in casing
ad	The machine is pre-wired from electric motor to the starter to a single connection for the incoming power supply. All electric motors should be TEFC of Siemens/ Crompton/ Kirloskar/ABB / equivalent make.
ae	The starters and other required electric items should be L&T/Siemens/Crompton/Schneider/ equivalent make as per satisfaction of In-charge engineer. Wiring should be done by required multi strand copper wire/cable of Havells/ finolex /RR or equivalent make.

4.	VERTICAL BUCKET ELEVATOR 1 no MATCHING WITH INPUT OF SEED GRADER HAVING CAPACITY OF 8 TPH (WHEAT)
a	Self supporting, centrifugal discharge to match capacity of Seed Grader
b	Head casing of 2.0 mm MS Sheet
c	Boot casing of 3.0 mm MS Sheet
d	Leg casing of 2.0 mm MS Sheet
e	Boot foundation with 10 mm plate
f	Rubberised Head pulley
g	Perforated Winged Type Bottom pulley
h	Belt NN 315/3 of 175 mm
i	Buckets of required size of die preseed Nylon or HDPE with spacing of 175 mm
j	Matching Motor with matching gearbox to match with capacity of Seed Grader
k	Height of delivery as per requirement

5	SURGE BIN OVER GRADER 1 no
	Capacity 2.0 Ton based on Wheat
a	1.6 mm G.I. sheet for sides
b	2 mm GI sheet for hopped bottom with manually operated discharge gate
c	MS pipes for supporting leg with 12 mm MS plate for foundation
d	Top of the Bucket to be covered with open-able hinged covering
e	Delivery vents should be opened or closed by levers

6.	SEED GRADER – 1 no
	Capacity 8 TPH on Wheat
a	No of scalping screens - 2 nos
b	No of relief screen (Middle) 2 nos
c	No of Grading screens 2 no
d	Screen inclination Fixed
e	Screen perforation cleaning device- Rubber Balls
f	No of Aspirations- Two
g	Feed hopper with fluted feed roller and feed control arrangement.
h	Dynamically balanced fan assembly for double stage air aspiration.
I	Clean and discharge spout convertible for right side or left side position or in centre of machine. Waste produce spouts with bag clamping arrangements should be provided on one side of the machine.
j	Drive assembly, Tropicalised TEFC electric motor, starter and 3Ph. Switch & other electric controls suitable for operation on 415 volts, three phase, 50 Hz., AC supply.
k	Variable air regulation and variable shoe shakes.
l	Total screen area shall not be less than 13 M ² .

m	All Air control, feed control systems shall be screw type arrangements.
n	Total HP of Machine shall not be more than 13 HP.
o	Machine shall be fitted with 2 separate electric motors, one for fan and second for sieve deck, feed roller and augers of suitable H.P.
p	All sieves shall be fitted in the sieve deck smoothly for quick change, free from all burrs and curvatures.
q	Final and discharge spouts are made of stainless steel to reduce wear and tear.
r	All screen sections shall be interchangeable and screen perforation shall be cleaned by rubber balls.
s	One set of factory fitted six screens for Paddy (screen perforation sizes shall be intimated at the time of placing the order)
t	Drive assembly, Tropicalised TEFC electric motor, starter and 3Ph. Switch & other electric controls suitable for operation on 415 volts, three phase, 50 Hz., AC supply.
u	All moving parts shall be equipped with protective guard
v	All shafts are made of EN-8 and are mounted on pillow/flange type, self aligned, high quality ball bearings with built in casing
w	The machine is pre-wired from electric motor to the starter to a single connection for the incoming power supply. All electric motors should be TEFC of Siemens/ Crompton/ Kirloskar/ABB / equivalent make.
x	The starters and other required electric items should be L&T/Siemens/Crompton/Schneider/ equivalent make as per satisfaction of In-charge engineer. Wiring should be done by required multi strand copper wire/cable of Havells/ finolex /RR or equivalent make.

7	Indented Cylinder Grader attached with the seed grader with motorised bye pass arrangement.
a	Indented Cylinder Grader, double cylinder unit suitable for removing undersize/short particles or differential in length out of clean seed mass not separated by seed cleaner/grader. complete with all standard features including the followings:
b	Receiving trough to collect undesirable material lifted by the cylinder and fitted with suitable device preferably Auger to carry the impurities to discharge spout.
c	Motorised bye pass arrangement is also required to bye-pass the indented cylinder in case of need.
d	Separate motors of suitable H.P. for indent cylinder unit and bye-pass arrangement unit.
e	Total segment area of indented cylinders should not be less than 10m ² .
f	Indent Segment should be interchangeable
g	The angle of the receiving trough and the rotational speed of the cylinder should be adjustable.
h	One set of factory fitted indented cylinders suitable for Paddy seed. The sheet thickness of indented cylinders should not be less than 2.0mm(14g)
i	Drive assembly, Tropicalised TEFC electric motor, starter and 3Ph. Switch & other electric controls suitable for operation on 415 volts, three phase, 50 Hz., AC supply.

j	All moving parts shall be equipped with protective guard
k	All shafts are made of EN-8 and are mounted on pillow/flange type, self aligned, high quality ball bearings with built in casing
l	The machine is pre-wired from electric motor to the starter to a single connection for the incoming power supply. All electric motors should be TEFC of Siemens/ Crompton/ Kirloskar/ABB / equivalent make.
m	The starters and other required electric items should be L&T/Siemens/Crompton/Schneider/ equivalent make as per satisfaction of In-charge engineer. Wiring should be done by required multi strand copper wire/cable of Havells/ finolex /RR or equivalent make.

8.	VERTICAL BUCKET ELEVATOR 1 no MATCHING WITH OUTPUT OF SEED GRADER HAVING CAPACITY OF 8 TPH (WHEAT)
a	Self supporting, centrifugal discharge to match capacity of Seed Grader
b	Head casing of 2.0 mm MS Sheet
c	Boot casing of 3.0 mm MS Sheet
d	Leg casing of 2.0 mm MS Sheet
e	Boot foundation with 10 mm plate
f	Rubberised Head pulley
g	Perforated Winged Type Bottom pulley
h	Belt NN 315/3 of 175 mm
i	Buckets of required size of die preseed Nylon or HDPE with spacing of 175 mm
j	Matching Motor with matching gearbox to match with capacity of Seed Grader
k	Height of delivery as per requirement

9	SURGE BIN OVER GRAVITY SEPARATOR 1 no
	Capacity 2.0 Ton based on Wheat
a	1.6 mm G.I. sheet for sides
b	2 mm GI sheet for hoppers bottom with manually operated discharge gate
c	MS pipes for supporting leg with 12 mm MS plate for foundation
d	Top of the Bucket to be covered with open-able hinged covering
e	Delivery vents should be opened or closed by levers

10.	GRAVITY SEPARATOR - CAPACITY 10 TPH ON WHEAT- 1 no
a	Rectangular Deck and easy interchangeable type with variable oscillation speed
b	Variable inclination of deck sidewise, lengthwise (power operated)
c	Heavy duty structural frame
d	Fans dynamically balanced

e	Good Seed Collecting spouts to be designed to feed to elevator and others with bag holding clamps
f	Screw type arrangement to control air.
g	Suitable motor to operate all the features
h	Seed deck with wire mesh of stainless Steel for separation of large size seeds
i	Blower Motor shouldn't be more than 15 HP
j	Separate Motor for Deck Oscillation
k	Deck Area should not be less than 3.0 sqm
l	Drive controls and tropicalised TEFC electric motor of required HP for operation on 415 volts, three phase, 50 cycles AC supply.

11.	VERTICAL BUCKET ELEVATOR 1 no MATCHING WITH OUTPUT OF SEED GRADER HAVING CAPACITY OF 8 TPH (WHEAT)
a	Self supporting, centrifugal discharge to match capacity of Seed Grader
b	Head casing of 2.0 mm MS Sheet
c	Boot casing of 3.0 mm MS Sheet
d	Leg casing of 2.0 mm MS Sheet
e	Boot foundation with 10 mm plate
f	Rubberised Head pulley
g	Perforated Winged Type Bottom pulley
h	Belt NN 315/3 of 175 mm
i	Buckets of required size of die preseed Nylon or HDPE with spacing of 175 mm
j	Matching Motor with matching gearbox to match with capacity of Seed Grader
k	Height of delivery as per requirement

12.	AUTOMATIC WEIGHING AND BAGGING MACHINE WITH 3 HP AIR COMPRESSOR, 225L AIR TANK CAPACITY- CAPACITY- 5-6 BAGS PER MINUTE
a	Weighing Range- 10-50 Kg
b	Accuracy- (+/-) .5%
c	Bag holder- Pneumatic bag holder
d	Micro-controller based electronic controller
e	Capacity of overhead bin 2 Tons
f	Output of elevator- through two way valve to feed alternate bagging bin to accommodate problem in Bagging Bins

13.	BAGGING BIN - 2 nos
A	Capacity 5 Ton
B	2 mm G.I. sheet for sides
c	3 mm GI sheet for hopped bottom with manually operated discharge gate
d	MS pipes for supporting leg with 12 mm MS plate for foundation
e	Top of the Bucket to be covered with openable door

14.	ELECTRIC CONTROL PANEL
	Complete to drive all the machine along-with one main Main Switch, Digital Volt a& Ampere Meter with selector switches, individual Isolators for all machines with indicator lamps etc, housed in compartmentalized duly painted non-corrosive iron Box with proper fixtures for installation over wall or floor.

15.	INSTALLATION OF MACHINES FOR LOCATIONS WHERE MACHINES WILL BE INSTALLED NEW
a	All the civil work required for installation of processing plant including breaking and reconstructing wall for entrance of processing plant to be arranged by buyer.
b	All the electrical cabling from control panel to the machine to be done from one bus bar and main Main-switch by supplier.
c	Earthing to be provided by the supplier
d	All required components for installation of machines to be supplied by the supplier

16.	INSTALLATION OF MACHINES WHERE OLD MACHINES NEEDS TO BE REMOVED
a	Dismantling of old processing machine installed there and removing the same to a outside place.
b	All the civil work required for installation of processing plant including breaking and reconstructing wall for entrance of processing plant to be arranged by buyer.
c	All the electrical cabling from control panel to the machine to be done from one bus bar and main Main-switch by supplier.
d	Earthing to be provided by the supplier
e	All required components for installation of machines to be supplied by the supplier

1. The Machines should be compact in size and all moving parts shall be covered with safety guards.
2. The GI and SS surfaces of the machines/accessories should not be painted.
3. Portable Metallic Service platform with steps should be provided at the back of the pre-cleaner for screen removals and other maintenance/operation services. The seed grader should be provided with raised foundation frame with walk ways and ladders. One common portable service ladder made of M.S. pipe should also be provided to reach to the top of the machines/bagging bins etc.

ANNEXURE-6

Format for C A Certificate for Turn Over

We have verified the books of accounts and other relevant records of M/s -----
----- Based on my verification and as per the information and explanation given to
us, we certify below turnover of M/s ----- from the activity of Design,
Supply, Installation and commissioning of Seed Processing Plant/ Seed Graders and accessories.

Year	Turnover from supply and installation of Seed Processing Plants/ Seed Grader and accessories
Financial Year 2013-14	
Financial Year 2014-15	
Financial Year 2016-17	

For
Chartered Accountant
Seal And Signature

**FORMAT
UNDERTAKING BY THE FIRM/BIDDER**

This is certified that all the terms and conditions mentioned in this form have been understood and accepted by us. We are submitting all the documents duly filled in, signed and stamped on each page.

Signature of the Bidder
Full Name and Address with seal.
Phone No. and E-mail address

Date:
Place:

Format
(Details of EMD)

SI	Seed Processing cum Grading Plant with Accessories	Name of Company	Details of EMD deposited		
			Amount	Name of Bank	DD number and date

Format
(Details of Tender paper cost)

SI	Seed Processing cum Grading Plant with Accessories	Name of Company	Details of Tender paper cost deposited		
			Amount	Name of Bank	DD number and date