

**TENDER DOCUMENTS**  
**2022-23**  
**FOR**  
**ESTABLISHMENT OF WALK-IN-GERMINATION CHAMBER (20<sup>0</sup>C)**  
**&**  
**ESTABLISHMENT OF WALK-IN-GERMINATION CHAMBER (30<sup>0</sup>C)**

**COST OF DOCUMENT (Rs.4000/- )**

**Seed Certification Officer**  
**State Seed Testing Laboratory,**  
**Bhubaneswar.**

**Seed Certification Officer  
State Seed Testing Laboratory,  
Bhubaneswar.**

**TENDER CALL NOTICE**

The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar invites sealed tender in the prescribed forms from bonafied prospective Manufacturers /Authorised distributor/Dealer/Supplying Agencies/Firms who are able to provide after sales and annual service guarantee facilities alongwith supply of genuine spare parts for the different equipments for "Establishment of 2 No's of Walk-in Germination Chambers(20<sup>0</sup>C& 30<sup>0</sup>C)" at Seed Testing Laboratory, Rangeilunda, Brahmapur as mentioned in the Tender schedule. The prescribed Tender paper can be obtained from the office of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar -751002 on any working day between 11 AM to 4 PM from (25/04/2022 to (10/06/2022) .It can also be downloaded from [www.orissa.gov.in](http://www.orissa.gov.in) or [www.agriodisha.org](http://www.agriodisha.org) but the cost of tender document of Rs 4,000/- (Rupees four thousand ) should be deposited separately at Office of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar in shape of Demand draft in favour of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar at the time of submission of Tender. The last date of receipt of Tender is (10/06/2022 ) by 1.00 PM and the tender will be opened on the same day at 3.00 PM by the Tender Committee in the presence of the Tenderers or their authorized representatives in the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar . The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall not be responsible for any delay / difficulties / inaccessibility of the down loading facilities for any reason what so ever. In case of any discrepancy between the Tender Documents down loaded from internet and the Master Copy available in the office, the Master Copy will prevail. No claim on this account will be entertained. The Bidders shall submit their Bid document along with the money receipt and or the demand draft as the case may be in support of the purchase of the bid document without which the bid document shall not be considered.

The tender paper in sealed cover is to be dropped in the tender box placed within the office of the Seed Certification Officer, State Seed Testing Laboratory, Samantarapur, Bhubaneswar -751002

The authority reserves the right to reject any or all the Tenders without assigning any reason thereof

Seed Certification Officer  
SSTL, Bhubaneswar

**Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar**

**DISCLAIMER**

The information contained in this document provided by or on behalf of the Director of Agriculture & Food Production, herein after known as Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar, are based on the terms and conditions set out in this tender Document. The purpose of this document is to supply with information that may be useful to prospective bidders in making their offers pursuant to the "Tender Document". The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar, its employees make no representation or warranty and shall have no liability to any company / person, including any bidder under any law, statute, rules or regulations or tort, for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of any thing contained in this tender document or otherwise. Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar may in his absolute discretion reserves the right to reject, cancel, terminate, change or modify all or any part of the tender at any time without assigning any reason whatsoever or providing any notice and without accepting any liability for the same. The companies interested to compete shall bear all its costs associated with or relating to the tender. Submission of offer document by the tenderer shall be deemed to have been done after careful study and examination of the document. The proposal should be responsive and complete in all respects. Consideration of substantially responsive proposals shall be the prerogative of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar, if found otherwise suitable for the department. The terms and phrases in the following categories are used interchangeably and their derivatives are synonymous within each category:

- (a) Tenderer, Bidder, Company, Agency, Supplier, Firms, Dealer, person etc.
- (b) Tendering authority, Directorate, Department, Organisation,
- (c) Tender, Application, Bid, Proposal, EoI, RFP, IFB.

## **1. SALE OF TENDER PAPER:**

Prescribed Tender documents may be obtained from the office of the Seed Certification Officer, State Seed Testing Laboratory, Odisha, Bhubaneswar on any working day between 11.00A.M to 4.00 P.M on payment of Rs 4,000/-(Four thousand) only in shape of crossed Demand Draft in favour of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar. It can be downloaded from [www.orissa.gov.in](http://www.orissa.gov.in) or [www.agriodisha.org](http://www.agriodisha.org), but the cost of tender document of Rs.4000/- (Rupees four Thousand)only will be deposited separately in the office of the Seed Certification Officer, State Seed Testing Laboratory, Samantarapur, Bhubaneswar in shape of crossed Demand Draft in favour of Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar, at the time of submission of Tender at Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar.

The dully filled and sealed tender documents may be dropped at office of the Seed Certification Officer, Samantarapur,Bhubaneswar-751002 on any working day up to (10/06/2022) at 1 P.M. If the tender document is sent by Post, care should be taken to send by Registered Post so as to reach this office before closing date and time. This office is not liable in case of loss of tender document or delay in receipt of the same. Document not accompanied with DD will summarily be rejected. The last date of receipt of tender is (10/06/2022) up to 1 PM and will be opened on the same date at 3.00 PM by tender committee in the presence of the Tenderers or their authorized representatives at the office of the Seed Certification Officer, State Seed

Testing Laboratory, Bhubaneswar. The prospective Manufacturers / Authorised distributor / Dealer / Supplying Agencies / Firms having registration certificate, valid manufacturing license, and defined technical source for their product are only eligible to participate in tender process. The tender received beyond the due date and time will be liable for rejection.

## **2. BID SECURITY DECLARATION & PERFORMANCE SECURITY**

- a) The Bid document in Part - A shall be accompanied by a Bid Security Declaration with stipulation that if they withdraw or modify their bids during period of validity they will be suspended for the entire validity period of Bid.
- b) Once accepted by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar, the successful bidder is required to deposit 3% of the tendered value towards Performance Security within 15 (fifteen) working days from the date of intimation of the acceptance of offer in shape of an irrevocable and unconditional Bank Guarantee, from a nationalized or scheduled bank having its branch office at Bhubaneswar valid up to the end of warranty / warranty period if any. Refund of security deposit will be made only after expiry of warranty / Extended warranty period if any.
- c) The Bid Security Declaration so deposited by the unsuccessful bidders shall be refunded after completion of the tender process. The Bid Security Declaration of successful bidders will be refunded after deposit of Performance Security only.

## **3. RIGHT OF ACCEPTANCE /REJECTION OF TENDER AND AWARD OF CONTRACT**

The right of acceptance of tender/or award of contract rests with the Authority who does not bind himself to accept the lowest tender and also reserves to himself the right to reject any or all tender(s) received without assigning any reasons what so ever.

The right to acceptance of tender and award of contract includes not withstanding anything contained in the tender documents. The right to accept the contract for the tendered quantity between any two or more parties and to increase /decrease the order to increase the tender of and order contract quantity of one or more or all of the articles.

#### **4. VALIDITY OF TENDER**

- a) All the tender shall remain valid for a period of 12 months from the date of acceptance on finalisation of tender. If the tenderer withdraws or amends the offer before expiry of the above period without consent of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar, he will be suspended for the entire validity period of Bid.
- b) No extension of time shall be allowed for submission of tender in any circumstances unless otherwise specifically extended by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar by an advertisement in the Newspaper.

#### **5. TENDERERS UNDERSTANDING OF TENDER DOCUMENTS:**

The tenderer shall carefully go through the tender documents and fully confirm himself as to all the terms and conditions contained herein before submission of the tender. If a tenderer finds discrepancies in or omission or should be in doubt as to their meaning should at once notify the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar and obtain clarification in writing prior to submission of the tender.

#### **6. FINANCIAL CAPABILITY:**

The Bidder shall furnish documentary evidence that it meets the following financial requirement.

- a. The annual turnover of Manufacturer / Tenderer should be not less than Rs.5 crores (Rupees Five Crores) for at least three consecutive years. The authorised dealer can also participate in the tender provided the principal company is manufacturer of all the machines and turn over condition of the manufacturer is met.

- b. Last three years audited balance sheet, Profit & Loss statement and Income Tax return, active GST registration of the bidder is to be submitted.

#### **7. EXPERIENCE:**

- a. The manufacturer/ dealer should furnish ISO CERTIFICATE of the OEM (Original Equipment Manufacturer) regarding Design, manufacture, marketing of Instruments and its associated equipment.
- b. The bidder must have supplied and commissioned at least one module for the same application to any ICAR/SAU/ICRISAT/Government Organization of National or State within the last 5 years. At least one of the aforesaid machine and equipment must have completed minimum two (2) years of service satisfactorily. Documentary evidence in favour of the same is to be submitted.

#### **8. NO CLAIM COMPENSATION FOR SUBMISSION OF TENDER.**

No tender shall be entitled to claim any costs charges, expenses of incidental to or incurred by him through in connection of this tender even though the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar may elect to withdraw the invitation to tender without notice and assigning any reason.

#### **9. INSTRUCTION TO TENDERERS**

##### **Submission of documents / particulars etc.**

1. All information in the tender shall be in English. Information in other languages shall be accompanied by translation in English. Failure to comply with this may lead to rejection of the tender.
2. The tender form shall be filled in clearly typed/written in Block capitals. No tender filled in otherwise shall be considered.
3. While filling up the tender form the tenderer shall not erase or overwrite. Any correction of the tender form shall be made clearly and fully signed by the tenderer, otherwise the tender shall be liable to rejection.

4. The rate should be offered for the unit as specified in the tender schedule, it shall be quoted in Indian currency both in figures and words. The rate shall be inclusive of charges for container, packing etc.
5. One rate shall be offered for one item. Submission of multiple rates against one item will be considered a demerit. In case those are really different qualities on brand to be offered against one item and all of them at the minimum confirmed to the standard and specifications of the required items more than one rate can be considered. But it is necessary that in such specific Brand , make and model etc shall be clearly mentioned.
6. The tender offered by a Manufacturer of the articles must furnish requisite documentary evidence to the satisfaction of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar that he is manufacturing those articles. Failure to adhere to the instruction stipulated in Para 5 and 6 the authority is at discretion to retain only the lowest rate if more than two rates offered against any items.
7. Tenderer having place of business inside the State of Odisha shall quote the basic rate for sale of the articles which shall be inclusive of all taxes i.e. GST. The tenderer must deliver / install the goods at the concerned Go-down of the consignee free of all expenses. Tenderer having place of business outside the State of Odisha shall quote the basic rate for sale of the articles which shall inclusive all taxes GST, applicable at the F-O-R destination.
8. Offers stating that surcharges or additional expenses (of any firm) will be charged extra over the basic rate shall be summarily rejected.
9. The tenderer must indicate the detail specification of articles, failing which the tender will not be taken into consideration.
- 10. The tenderer must give annual service guarantee of the articles free of cost.**
11. Like the rate and quality of the items the delivery period is also an important factor, which is to be taken into consideration at the time of selection. . Tenderers are therefore required to give their positive delivery schedule along with the tender.



12. The tenderer must calculate highest tender value against each item basing on which earnest money shall be deposited. The earnest money shall not on any account, less than the amount required.
13. Any tender containing clerical or authentic mistakes (s) will be rejected.
14. The tenderer or principal manufacturer should have necessarily DSIR recognised in house R & D centre. The DSIR recognition certificate should be attached to the tender else tender will be rejected.
15. Manufacturer shall have ISO certification from reputed organisation which are registered with NABCB ( National Accrediation Board for Certification Bodies).
16. The supply of all the machines necessarily by manufacturer of all these machinery or authorised dealer and his principal manufacture company has to quote on turnkey basis as per tender else tender will be rejected the manufacturing company should have turning and moulding machinery for precision in fabrication of machinery.
17. Each page of the tender documents shall be signed by the tenderer with his usual signature with their quotations; the tenderer shall sign the invitation to the tender, instruction to the tenderer, tender form, conditions of contract and annexure etc. in token of acceptance thereof. The signature on the tender form shall be deemed to be acceptance of rates specifications, terms and conditions stipulated in the invitation to the tender , instruction to the tender form, conditions of contract tender schedule and annexure etc. forming part of the tender documents.
18. Signature of Tenderer shall be attested by two responsible individuals at page-11 & 12 of the tender form will address in English. All signatures shall be dated.

The last date and time of receipt of tender and the date and time of opening of tender are mentioned below.

<u>Schedule Item</u>	<u>Last date and time of receipt</u>	<u>Date and time of opening.</u>
As per annexure-A	(10/06/2022 till 1 PM	(10/06/2022 at 3 PM

19. Tenders will be opened on the date and time as mentioned above at the office of the Seed Certification Officer, State Seed Testing Laboratory,

Bhubaneswar in presence of the tenderers or their authorized representatives. If last date is declared holiday by Govt. of Odisha , the last date and time for submission and opening of tender shall respectively by time as aforesaid on the next working day.

20. The tender received beyond the due date and time will be liable for rejection.

The tenderer shall quote firm rate which shall remain valid up to **12 months from date of acceptance on the finalisation of tender** and shall not be subject to any revision for any reason what so ever. Tender containing stipulations is to variations in price may be rejected. Once the tender is accepted the rate shall remain valid till the supply is complete.

21. The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar reserves the right to negotiate with any tenderer after opening of Tender. Non compliance by the tenderers to such request for negotiations shall render his/their tender(s) liable to rejection.

- i. No submission of documents/ particulars tenderers not giving full particulars / not complying with any requirements as mentioned in above paras shall be considered as incomplete and liable for summerarily rejected.
- ii. Any tender containing false information / particulars shall liable to be rejected and tenderer found guilty of furnishing false information or particulars shall be debarred from any future dealing with the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar.

22. Canvassing in any form is strictly prohibited and the tender (s) submitted by tenderer (s) to report to canvassing will be liable for rejection.

10. **DESPATCH CLAUSE:** The Inspection and Tests prior to despatch of equipments and at final acceptance are as follows: After the goods are manufactured and assembled, inspection and testing of the goods/machines shall be carried out at the supplier's plant prior to shipment. The CERTIFICATES of INSPECTION should be sent to us to check whether the goods/machines are in conformity with the technical specifications. We reserve to right to reject or accept based on the certificate.

**11. DISCOUNT:** Our institution is a pioneer institution in the field of service to the farmers in the field of Agriculture and not run with the motive of making profit. As such, we are availing price discount for purchase of equipments/instruments. The rate of discount on each equipment/instruments may also be indicated in the tender specifically.

**12. SUPPLY:**

- a) The materials indented would be delivered by the supplier to the **State Seed Testing Laboratory, Samantarapur BBSR, Odisha and will be installed at Seed Testing Laboratory, Rangeilunda, Berhampur.** The equipment/item should confirm to the latest relevant, National/International standards and shall be complete in all respect. Any components, fitting, etc. which may not have been specifically mentioned in the specifications but which are usual and necessary in the equipment shall be supplied by the tenderer at no extra cost.
- b) The cost of article damaged in transit or found short at the time of delivery will be deducted from the bill of the firm, in case the firm does not replace the stock within a week from the date of receipt of the complaint.
- c) In case any firm supplies goods of inferior quality which is not in conformity with the approved specifications, the entire stocks supplied by the firm will be rejected and the purchaser will not be responsible for any loss sustained by the tenderer on that account.
- d) The articles against all the indents placed by the indenting officer must be supplied in one lot within 60 days from the issue of the indent failing which the earnest money deposit will be forfeited and the purchase will be cancelled.
- e) Conditional offers and offers qualified by such vague and indefinite expression as "Subject to immediate acceptance", "Subject to prior sale" will not be considered.
- f) The supplier shall be responsible for releasing the equipment/item from carriers/transporters. The equipment/item shall be delivered and installed at the site by the supplier.
- g) The prices are for destination basis including packing, forwarding, freight, insurance etc.

**13. AFTER SALES SERVICE:** The manufacturer or their authorized dealer (with written permission from the manufacturer) should also sign an agreement with the ordering official in Rs.100.00 court stamp paper in presence of Magistrate/ Notary regarding after sales conditions like on-site repair services as and when required, at the time of supply, else payment shall be held up till such agreement is signed and the cost involved shall be borne by the manufacturer or supplier. The details of the agreement shall be supplied along with the Tender document.

**14. WARRANTY:** The equipment/items being purchased are expected to be used continuously. The reliability and safety of the total installed system and trouble free operation are therefore, of prime importance. The supplied devices/ equipment and components shall be covered under three year comprehensive on-site warranty from the date of successful demonstration at site. This should be taken into consideration while quoting the price. If the bid is submitted by an authorized dealer/ agent, then he should submit authorization certificate and also manufacturer's confirmation of extending the required 3 years warranty and after sales support thereafter. During warranty period, it shall be the responsibility of the bidder to provide all essential spares, which may be required for maintenance and trouble free operation of the devices/ components at the suppliers cost. In case the bidder fails to discharge the obligations during the warranty period, the manufacturer shall be held responsible. This should be clearly mentioned in the authorization letter of the manufacturer.

**15. ANNUAL MAINTAINANCE CONTRACT:** The period of warranty is to be calculated from the date of successful installation/ demonstration at sight **and handing over the same in running condition**. The bidder shall be under the obligation to enter into an Annual Maintenance Contract (AMC) with respective indenters for a minimum further period of two years, renewable if felt necessary, on mutually acceptable rate, terms and conditions after the completion of warranty period of two years. The scope of AMC shall cover maintenance of materials and components (spare parts/ accessories and labour) for smooth and

reliable operation. Accordingly, the bidder has to offer rates for the AMC structure year wise in a separate sheet.

**16. TRAINING :** Both onsite and offsite training to be provided up to the satisfaction of the user/ users and all the cost involved shall be borne by the supplier.

**17. PAYMENTS:** Full payment of contract price/billing price shall be made on receipt of the equipment/items at site subject to verification, installation, demonstration and satisfactory functioning at the place of indent.

**18. POWER OF EXEMPTION**

Observance of above instructions on the part of the tenderer is strictly obligatory. However, the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar may in any exceptional cases exempt a particular tenderer from observing once or more the instructions/ or stipulations on the recommendations of the Purchase Committee.

- 1 Vender should quote the price, which should include all charges like transportation , insurance charges. Entry Tax. Packing and forwarding etc.
- 2 Vender to specify clearly GST separately but the sale price should be inclusive all taxes.
- 3 Vender to provide installation, commissioning, demonstration and technical support, free of cost.
- 4 The item should be delivered, installed and commissioned at **Seed Testing Laboratory, Rangeilunda, Brahmapur** on free of cost.
- 5 Vender should give training to the analyst at the laboratory after installation of the equipment free of cost.
- 6 Vender to quote the comprehensive warranty period of three years and then after the role of AMC will commence.
- 7 Vender to certify that the service problems will be attended within 48 hours of intimation in case of any problem arises.

- 8 The vender must be an ISO certified organization. The certified copy of the effect must be enclosed.
- 9 Vender should provide free training at their factory.
- 10 The payment will be made only after installation of machine and its demonstration in working condition at the laboratory premises. The performance certificate will be given by the Seed Certification Officer or technical experts prior to release of the payment.

**19. Legal jurisdiction:**

For the arbitration for fulfilling the duties set forth in the arbitration clause shall be the Director of Agriculture and Food Production, Odisha, Department of Agriculture and Farmers Empowerment, Odisha and his decision shall be final and binding. The provisions of Indian Arbitration Act 1940 or any statutory amendment, modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. In case of any dispute, it shall be subjected to the jurisdiction of courts at Odisha only.

**20. DECLARATION:**

**a.** The participant in the tender must not have been blacklisted by any central/state government organizations /public sector undertakings /Enterprises or bodies or any other organizations with substantial funding of such organization. In case it is detected later on that the participant firm is a blacklisted one, the tender document submitted by such bidder would be rejected forth with and Earnest money or security deposit would be forfeited in addition to such legal action as may be deemed fit and proper. **The tenderer should submit the self declaration in this regard.**

**b.** The period of firmness of the approved rates is 12 months from the date of acceptance on finalisation of tender. However, if any time during the period of contract, the price of any tendered item is reduced or brought down by any law or act of the central or State Government or the tenderer shall be morally bound to inform the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar immediately about such reduction in the contract price. The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar is empowered to unilaterally effect such reduction as is necessary in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate.

## OFFER PRICE:

The Offer Price should be on INR only. The rate quoted must be for delivery at F - O – R destination. The Walk – in – Germination chamber (20<sup>0</sup>C & 30<sup>0</sup>C) are to be procured/Installed with **minimum 3 years comprehensive onsite warranty including all of his accessories**. The offer price must be inclusive of all taxes, all charges and comprehensive onsite warranty.

The price quoted should be mentioned both in figures and words. The rate shall be inclusive of all charges for container, packing, handling and forwarding etc. Incidental charges, if any, will be borne by the supplying agency.

- The basic price quoted should be inclusive of normal warranty. The charges for Comprehensive warranty beyond normal warranty should be indicated separately.
- The rate should be offered for the unit as specified in the tender scheduled (Financial bid).The price should be indicated separately as basic price and GST or other taxes, if any.
- Tenderer is to provide pre inspection, installation, commissioning, demonstration, training and technical support before payment on free of cost.
- Firms registered under National Small Industries Corporation Limited are providing above equipments as part of the items / Services for which they are registered with reference to the Finance department Office Memorandum 4939 dt. 13.02.12 on procurement of goods, supplementary guideline vide no 13290 dt. 02.04.13, and the clarification issued vide no 21926 dt. 12.08.15; the local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC while participating in tenders of Govt. Departments and Agencies under its control shall have the following privileges:
- Local Micro and Small enterprises registered under DIC/ Directorate of EPM competing in the open tender shall be entitled to price preference of 10% Vis-à-vis local medium and large industries as well as outside Industries.

- Local Micro and Small Enterprises having ISO or ISI certificate for their product shall get an additional price preference of 3% as per the provision of IPR -2007.

## **21. SUBMISSION OF DOCUMENTS /PARTICULARS ETC.**

### **Tender Document**

This Tender document comprises of **BIDS IN TWO PARTS** as below:

#### **Part A:**

Techno-Commercial & Financial Capability Statement showing experience and other infrastructure etc available with the agency for such activities. To be super scribed as **“Bid for Techno-Commercial Statement”**

#### **Part B:**

Price Bid Showing component wise break ups as the Basic price & Taxes (GST) separately to be super scribed as **“Bid for Price Statement”**

Part A and Part B must be placed in a separate cover to be super scribed as **“Tender Document for Establishment of Walk – in – Germination chambers (20<sup>0</sup> & 30<sup>0</sup> C) for the year 2022-23”**

Technical Bid and Financial Bid should also indicate name and address of Tenderer.

- The tenderer should mention clearly about the detail address of the manufacturers of the machineries in Bio-data form (**Annexure-I**) to be supplied for the project as per requirement to satisfy the requirement of exact location of the manufacturer for further correspondence by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar , whenever required. Detail name and address, telephone number, fax, E-mail of the Manufacturer/ firm/ company/ Director/ Managing Partner/ Proprietor of the firm.
- Manufactures of the instruments should provide quick post sale service at the FOR destination as and when required.
- The tenderer must indicate the make, model and detail specification of articles, failing which the tender will not be taken into consideration. **Performance certificate of the instrument specifically the model quoted**



**for should be provided from at least three users (preferably from local institutes) during last three years or so if any.**

- The Original literature of the manufacturer of instruments must be submitted, along with the technical Bid. The Technical bid is to be submitted as per advertised specification
- a) In case of default on short delivery in any consignment of the articles as to which shortage certificate in writing of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be final and conclusive against the contractor, the contractor shall deliver article of similar quality within 15 (fifteen) days after the date of issue such certificate.
- b) If the whole or a portion of any consignment of articles shall be rejected as inferior or not in accordance with specification a certificate of rejection shall be issued in writing by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar or any other officer on his behalf, the contractor shall within 3 (three) days after the date of receipt of such certificate shall replace the rejected articles in accordance to the specification and satisfaction of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar.
- c) Any supply after expiry of delivery period is to be authenticated by Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar. Tenderer who does not stick to one's delivery schedule will be penalized @ Rs.100/- per day after the expiry date of delivery. However, in this case, the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar has full power to levy penalty or not.
- Complete tender document signed by the bidder in each page with DD towards the cost of tender document and EMD to be submitted in "Techno Commercial Bid" i.e. Part- A.
- Photo copy of GST Registration Certificate and up-to-date GST Deposit / latest acknowledgement slip
- Photo copy of the PAN Card with valid deed of partnership (if any).

- **Under taking for three years warranty (including Original Manufactures Warranty)**

**22. List of Documents to be submitted (flagged separately and attached serially) :**

- i ) **The tenderer shall submit the following documents along with Part-A.**
- ii) Complete tender documents i.e invitation to tender, instruction to tenderer, Bio data, etc. filled and signed by the bidder on each page
- iii) Demand Draft in support of purchase of tender paper.
- iv) Satisfactory evidence to show that the tender is Manufacturers or Authorized Dealers / Distributors etc. In case of dealer, besides furnishing proper “Authorisation Certificate” from the manufacturer, the dealer should also furnish the requisite documentary evidence that the Principal Company is actually a manufacturer of the instruments and is conducting business through the said dealer.
- v) Photo copy of certificate of Registration from the Director of Export Promotion and Marketing / Small scale Industries registration certificate ( if any) .
- v). Photo copy of GST Registration Certificate and up-to-date GST Deposit / acknowledgement slip
- vi) Photo copy of the PAN Card,
- vii) Photo copy of the valid deed of partnership (if any).
- viii) Bid Security Declaration**
- ix) Technical details of the each items with make and model** (Walk- in- Germination chambers (20<sup>0</sup>C & 30<sup>0</sup>C) along with Leaflets/Booklets/Photo/Charts of the articles of the original Manufacturing Company.
- N.B: The technical specifications as specified in the tender document must be highlighted in the said document.**
- x) Performance certificate of the instrument specifically the model quoted from at least three users (preferably from local institutes) during last three years or so if any.

- xi) Satisfactory evidence on Post sale service rendered during last 3 years preferably from the local institutes
- xii) Evidence on satisfactory supply of such equipments in the form of TDS or certificates issued by the said vendee organisations or any such other documentary evidence of govt supply for a **minimum period of three years out of preceding seven years.**
- xiii) **Self Declaration on regard to non blacklisted by any** central/state government organizations /public sector undertakings /Enterprises or bodies or any other organizations.
- xiv) Evidence on **Financial capability** ( Last three preceding years audited balance sheet/Profit & Loss statement / latest Income Tax certificate of the bidder is to be submitted. Annual Turnover and production capacity of the manufacturer/ tenderer.)
- xv) List of Items with make model & specification tendered for.
- xvi) Under taking for three years warranty
- xvii) Proof of Authorized Service Centre in Odisha. (for each equipment / instrument.)

## **ANNEXURE- I**

### **PROFORMA FOR SUBMISSION OF BIO-DATA OF THE FIRMS**

1. Name of the supplying firm \_\_\_\_\_
2. Whether a Proprietorship, Partnership , Company, / Government undertaking, or State owned Agency\_\_\_\_\_
3. The name and address of proprietor/ Partners / Managing Director / Manager/ Principal Officer\_\_\_\_\_
4. Financial condition of the firm whether solvent or not, with details thereof.
5. Manufacturer or Distributor sale agent (in the case of mixed business, the items for each should be indicated. Copies of Dealership/ Distributorship certificate to be attached.

6. Whether the Organization is registered under the Companies Act, 1956 / as a Partnership Act- 1932 firm if so, Registration No and date should be given\_\_\_\_\_.
7. Whether the firm is a Registered GST Dealer and if so, please quote the GST Registration No.
8. Name of the authorized person who can hold discussion on your behalf at the time of necessity\_\_\_\_\_
9. Income Tax PAN card number\_\_\_\_\_

**CERTIFICATE.**

Certified that the information furnished above are true and correct to the best of our/ my knowledge and belief. In case any or all the information given above is found to be incorrect at any time , undertake the liability to be proceeded within any manner. Any change or changes with regard to the furnished information will be intimated as and when such charges occur.

Place \_\_\_\_\_

Date \_\_\_\_\_

signature of witness and address

### Model Bank Guarantee Format for Performance Security

To

The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar

WHEREAS .....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated..... to supply.....(description of goods and services) hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.....

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the .....day of.....20.....

Our.....branch at.....\*( Name & Address of the .....\*branch) is liable to pay the guaranteed amount depending on the filling of claim and any part thereof under this Bank Guarantee only and only if you serve

upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the Officer

.....

.....

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

*\* Preferable at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

### AGREEMENT

I/We do hereby agree to abide by and fulfil all the conditions of contract annexed herewith or in default thereof to forfeit and pay to the Government of Odisha the penalties on sums of money mentioned in the said conditions. The sum of Rs.....is herewith forwarded as earnest money, the full value of which is to be absolutely forfeited to the said Govt. of Odisha should I/We not deposit the full amount of percent of ..... the total amount of my/our tender in accordance with clause-1 of the said conditions of contract or should I /we fail to execute the contract within a reasonable time( of which the state Govt. shall be the sole Judge) in the event of our tender being accepted. I /We do hereby certify that I am/We are real manufacturer stockiest/ impolitic and my/our (financial position is quite sound to fulfill the contract. I /We further state that I do/ do not pay Income Tax we do / do not pay income Tax (Regularly and attach herewith certify particulars concerning assessment to and payment of Income Tax) I/We do herewith state I am/We are the Registered dealer under the GST act. I/We have paid GST dues for which GST clearance certificate. **(-) Strike out if not necessary**

Dated .....the.....day of.....2022

In shape of witness

a. Signature and Address.

b. Signature and Address.

The above tender accepted by the purchase committee is hereby signed by me on behalf of Government of Odisha

Dated the .....day of .....2022.

Signature of Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar.

### **CONDITION OF CONTRACT.**

#### **Security Deposit.**

- d) The person whose tender may be accepted shall before commencing to supply the articles tendered for deposit in cost of Performance security in shape of Bank Guarantee, in favour of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar **for the time being a sum amounting to 10 % of the total amount of his tender as security for the due performance of contract. After furnishing the Security deposit, the order placed will be considered as valid and supply should be made within the specified time as per the order.** All damages or sums of money payable by the contractor under terms of his contract including the stamp and incidental charges thereon may be deducted by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar from his security deposit.
1. In case of default or short of delivery in any consignment of the articles as to which shortage, the certificate in writing of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be final and conclusive against the contractor. The contractor shall deliver further quantity of the same and quantity of articles within 15(fifteen) days after the date of such certificate. Refund of security deposit will be made after expiry of guarantee/warranty period.

The earnest money deposit shall be forfeited and order will be cancelled, if the security money is not deposited in time. The earnest money of the tenderers whose tender is not accepted will be refunded after finalization of the tender. Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar reserves the right to decide whether the security should be forfeited (or the non fulfillment of the conditions of belated dispatches).

2. On receipt of the order placed by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar or some other officer duly authorized by him on his behalf the delivery of each consignment the same be inspected by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar , or any Officer duly authorized by him who shall grant a receipt to the contractor in respect of such of the articles as may be approved and accepted and so articles shall be considered to be delivered in execution and the contract until such receipt shall have been given. If the whole or any portion of any consignment of articles shall be rejected by the, Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar , as inferior so or not in accordance with specification as to which certificate of rejection by in writing the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar or such other Officer on his behalf shall be final and the contractor shall 3(three) days after the date of such certificate replace the rejected articles with others according to specification and to the satisfaction of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar.
3. (a) If the contractor fails to deliver the articles or any of them upon the date prescribed by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar of such other Officers on his behalf.
  - (b) Shall fail after being called upon by the Seed Certification Officer, BBSR, or such other Officers on his behalf so to do to deliver the quantity articles short supplied.
  - (c) Shall fail after being called upon by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar or such other Officer on his behalf so as to replace the articles which have been rejected by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar



within the time allowed for the purpose. The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be at liberty to purchase from such source as he may think taking into consideration these tenders not approved. Such quantity of the same description of the same or similar quality articles so failed to be delivered. Short delivered or rejected as aforesaid as the case may be and excess of the sum or source paid for the quality of the articles which shall be so purchased as aforesaid over and above the sum which in the event of the delivery and acceptance would have been paid to the contractor therefore in accordance with the terms thereof shall be paid to by the contractor to the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar together with such further sum not exceeding 10% of contract price of the articles so failed to be delivered. Short delivered or rejected as a aforesaid as the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar may decide to be responsible as compensation of the Govt. for the loss and inconvenience caused by the breach which shall be committed and certificate in writing of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be final and conclusive against the contractor as to the amount of the liability of the contractor under this clause. The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be at liberty to determine the contractor and the security deposit of the contractor shall there upon become forfeited to and become the absolute of Govt. but without prejudice to the right to the action( if any) of the Govt. of Odisha against the contractor in respect of any loss or damage cover and above the amount of the said security deposit) in which may have been occasion to Government by reason of such breaches of contract or as above mentioned or any of them.

4. Articles rejected shall be removed by the contractor within such time as may be fixed by his certificate of rejection.

5. In case of payment of money payable to contractor by the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar through Bank Draft the remittance charges shall be paid by the Contractor.
6. (a) The definite quantity for supply can be guarantee, as it varies with demand and it must be definitely understood that demand will subject to variation as per requirement of **indented ( b ) and ( c ) as per Performance of work**, 90% (ninety' percent ) payment will be made after receipt of the articles as per specification on receipt the bills with stock entry certificate after demonstration by the concerned Seed Certification Officer, State Seed Testing Laboratory ,BBSR and the balance 10% (ten percent) after satisfactory performance of the entire articles.  
(b) No payment will be effected against LR /RR or through banks for the consignment by the Department
7. The decision of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be final as regard to the acceptability of the articles supplied by the tenderer and Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar shall be required to give any reason in writing or otherwise and time for rejection of the articles.
8. No adjustment of earnest money on security money would be made.
9. The tender will remain valid for the 12 months from the date of acceptance of the tender.
10. The Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof.
11. In the event of any dispute or difference arising during the subsistence of the contract touching any clause on matter or thing therein contained or the operation or construction here of or the rights , duties or liability either party or in connection herewith then in every such case except where herein otherwise stated the decision of the Director of Agriculture, Government of Odisha, Department of Agriculture and Farmers' empowerment upon such dispute or difference should be final and conclusive as against the binding on each of the parties thereto .

Sd/- R.K.Parida  
Seed Certification Officer  
SSTL, Bhubaneswar

## ESSENTIAL ELIGIBILITY CRITERIA

### TECHNICAL ELIGIBILITY

1. The manufacturer/ dealer should furnish ISO CERTIFICATE of the OEM regarding Design, manufacture, marketing of the equipments and its associated equipment for agricultural research.
2. The bidder must have supplied and commissioned at least one module for the same application to any ICAR/SAU/ICRISAT/Government Organization of National or State within the last 5 years. At least one of the aforesaid machine and equipment must have completed minimum two (2) years of service satisfactorily. Documentary evidence in favour of the same is to be submitted.
3. Bidder must have established after sales service facility in India. Bidder to furnish network of such facility along with their technical bid.

### TECHNICAL BID - Part A

It must contain the following documents for the equipments for **Walk in Germination Chambers (20<sup>0</sup>C & 30<sup>0</sup>C) at STL, Berhampur** (As per Technical Specification mentioned in Annexure-A) .

- a) Complete tender document i.e. invitation to tender instruction to tender form condition of contract paper etc.
- b) Cost of tender documents of Rs 4000/-(Rupees four thousand) non refundable in shape of crossed DD in favour of the Seed Certification Officer, State Seed Testing Laboratory, Bhubaneswar
- c) Leaflets/Booklets/photo/Charts of the articles.
- d) Xerox copy of the valid deed of partnership and certificate of Registration aid- a firm/society /or certificate of incorporation.
- e) Satisfactory evidence to show that the tenderer is a Company/organization of the article tendered for.
- f) Bid Security Declaration
- g) Xerox copy of PAN Card, TAN number of the company

- h) Attested copy of up to date GST clearance certificate from the commercial Tax Officer concerned. (State of Odisha in the prescribed form).
- i) Attested copy of GST registration certificate.
- j) Xerox copy of certificate of Registration from the Director of Export Promotion and Marketing/ National Small Scale Industries Corporation/ Small Scale Industries registration certificate if any.
- k) Printed price list of the manufacturing Company.
- l) The manufacturer/ dealer should furnish ISO CERTIFICATE of the OEM regarding Design, manufacture, marketing of equipments as per Annexure-A and its associated equipment for agricultural research.
  
- m) The bidder must have supplied and commissioned at least one module for the same application to any ICAR/SAU/ICRISAT/Government Organization of National or State within the last 5 years. At least one of the aforesaid machine and equipment must have completed minimum two (2) years of service satisfactorily. Documentary evidence in favour of the same is to be submitted.
- n) Last three preceding years audited balance sheet/Profit & Loss statement / latest Income Tax certificate of the bidder is to be submitted.
- o) Annual Turnover and production capacity of the manufacturer/ tenderer.
- p) Original authorisation certificate in favour of distributor who will supply the item.
- q) The technical bid will be opened by the Tender Committee and will be handed over to the Technical Committee for verifying the technical bids. The report of the Technical Committee shall be placed to the Tender Committee .
- r) Those tenderers who do not qualify in technical bids will not be allowed to participate in the financial bids and their financial bids will not be opened.

### FINANCIAL BID- Part -B

Tenderer are to quote the offer price in the scheduled format mentioned below with the tender documents and should submit in a separate sealed cover for the items. (As per Technical Specification mentioned in Annexure-A) as Financial bid-Part B.

Tender for establishing Walk- in- Germination Chambers (20<sup>0</sup>C & 30<sup>0</sup>C) as per the technical specifications mentioned in Annexure-A required for Seed Testing Laboratory, Brahmapur ,office of the Director of Agriculture and Food Production , Odisha , Bhubaneswar for the year 2022-23.

I/We hereby tender for the supply of the under mentioned articles of the under mentioned price(s) against schedules.

#### FORMAT

Item No	Class Of description of articles	Quantity	Rate	Unit	Value	GST	Total Value	Whether Indian Make or Foreign	Remarks
1	2	3	4	5	6	7	8	9	10

## ANNEXURE-A

### Technical Specifications for Walk- in- germination chambers (20°C & 30°C), Seed Testing Laboratory, Brahmapur

1. Proposed Room Size :- size=10' L x 10' B x 10.5' H to be provided by the customer
2. No. of Rooms :- 02(two)
3. Installation Site :- Seed Testing Laboratory, Rangeilunda, Brahmapur
4. Product to be tested :- Seeds
5. Door Insulation :- The insulated Door ( 2mx1m ) 50mm thick consist 16Gauge Stainless steel sheet on MS framework filling, 63mm, puff having 42kg/m<sup>3</sup>, density inside the cavity including 50mm ISMC, CHOKAT, with 3mm thick rubber sheet. The same are completed with heavy Hinges, handle including metal primer, magnetic door closure and locking system, human trap alarm, Air lock type.
6. Insulations of Wall :- Bitumen coat over plastered masonry or RCC. Polythene sheet (500 micron). Providing &fixing 24 G .G.I. Channel at 1 m x 0.5 m distance to make a grid.63mm ( both side anti corrosive, humidity resistant, Powder coated galvanized sheets duly pre-heated with primers), rust and termite proofing Providing &fixing 63mm puff having 42kg/m<sup>3</sup> density with proper cam locking , sealing and flashing arrangements. Inner chamber is made of heavy gauge GI/Stainless steel of SS-304 grade. Gap is filled with high grade mineral glass wool/ puff insulated material.
7. Ambient temp. for design of refrigeration system :- +45<sup>0</sup>C
8. Room Temp. Range :- +15<sup>0</sup>C to +45<sup>0</sup>C±1<sup>0</sup>C
9. Relative Humidity(%) :-R.H. range should be between 70 to 90%±5%.Humidity should be made by humidifier evaporator
10. Cooling unit :- ISI marked high and high capacity low temperature Hermetic. The compressors are mounted on anti-vibration pads. Eco-friendly Non-CFC refrigerant R-404a Air-cooled Condenser driven by co-axial fan designed for tropical Climate. Heat exchanger coils are inner grooved copper tubes and finned for maximum heat transfer.
11. Heating unit :-Stainless steel tubular heater with air circulating fan. Indirect heating system stainless steel sheathed air heaters of suitable wattage. Heater will be placed in the conditioning plenum so that no direct radiation from the heaters onto test

- Specimen.
12. Humidifier :-Rotating disc-splash blade type portable Humidifiers Dia 420mm Height 350mm
13. Control Pannels :- Micro controller based separate control unit for light, Temperature and relative humidity indicator controller will be provided outside the room.
14. Pannel Size :-58cmx38cmx15cm approx.
15. Panel switches :-Large 2cm dia switches with silver plated contacts
16. Programming :-User friendly programming for temperature, humidity and light level with time step.
17. Programme Lock :-Physical key type
18. Disply :-16x2 Line Alphanumeric LCD Display
19. Data Logging Readings:-Data logging Facility for at least 15 days on hourly basis
20. Watch Dog Timer :-The watch dog timer prevents the system to latch at one position in case of electrical surge in power supply .
21. Alarm :- Audio –visual alarm for temperature and humidity deviation.
22. Open Door Alarm :-Audio-visual alarm if door is open for more than 5-6secs.
23. Door Counter :-Counter to no. of times the door is opened.
24. Connectivity :-RS485 port for connectivity upto 500mtrs. and Bluetooth Data transfer to smart phone and PC
25. Light Arrangement :-Three numbers of florescent tube light shoud be fitted below each shelf of the racks.
26. Racks :- Rust proof Stainless steel racks(304 grade) with four numbers of adjustable working illuminated germination racks per room with dimension 3'x1.5'x6.5'' with five nos. of shelves.

#### **Provision**

1. Magnetic door closer made of mild steel sheet lined with GI/Stainless steel from inside
2. Lock and Key arrangement
3. Series of Air- Circulation fans
4. Exterior surface high wear and tear resistance

#### **Additional Features**

1. Electrical installation should be moisture resistant with proper earthing.
2. There should be proper drainage system
3. Wall should be coated / glazed to resist washing/wiping during cleaning.
4. Temperature and humidity should be maintained uniformly throughout the chamber

**Warranty**

At least three years maintenance with warranty to be ensured. In case of failure of cooling system and rise in room temperature, there should be auto cut off system with alarm to avoid damage of sample due to high temperature.

**TENDER SCHEDULE FOR ESTABLISHMENT OF WALK-IN GEMINATION CHAMBER (20<sup>0</sup>C and 30<sup>0</sup>C) at seed testing laboratory, Rangeilunda, Beherampur.**

- |  |             |
|--|-------------|
| 1. Walk-in germination chamber (20 <sup>0</sup> C and 30 <sup>0</sup> c) to be installed at seed testing laboratory, Rangeilunda, Beherampur as per technical specification at Annexure-A. | Rs.40 lakhs |
|--|-------------|

Sd/- R.K.Parida  
Seed Certification officer  
State seed Testing Laboratory  
Bhubaneswar