



**GOVERNMENT OF ODISHA  
DEPARTMENT OF AGRICULTURE & FARMERS' EMPOWERMENT  
(DIRECTORATE OF AGRICULTURE & FOOD PRODUCTION, ODISHA)**

**Bid Identification No. OFMRDC/ Agril/ -01/2024-25**

**E-TENDER DOCUMENT  
FOR  
PROCUREMENT OF RUBBER ROLL SHELLER-CUM-POLISHER  
SUITABLE FOR CLEANING & PEARLING OF RAGI**

2024-25

**ODISHA FARM MACHINERY RESEARCH & DEVELOPMENT CENTRE (OFMRDC)  
SATYANAGAR, BHUBANESWAR-751007  
Email: [ofmrdc.dag@nic.in](mailto:ofmrdc.dag@nic.in)**

## **INDEX**

<b>Sl. No.</b>	<b>DESCRIPTION</b>		<b>PAGE NO.</b>
1		NOTICE INVITING TENDER	3-4
2	SECTION – I	INSTRUCTIONS TO BIDDERS	5-6
3	SECTION – II	GENERAL DEFINITION & SCOPE OF CONTRACT	7-8
4	SECTION – III	TENDER SCHEDULE	9
5	SECTION – IV	SCHEDULE OF REQUIREMENT	10
6	SECTION – V	SPECIAL CONDITIONS OF CONTRACT (TIME LIMITS & PRE-QUALIFICATION CRITERIA)	11-12
7	SECTION – VI	GENERAL CONDITIONS OF CONTRACT	12-31
8	SECTION - VII	TECHNICAL SPECIFICATIONS	32
9	SECTION - VIII	FORMATS OF BID SUBMISSION	33-46
10		PRICE SCHEDULE	47
11	SECTION –IX	ANNEXURES – FOR SELECTED BIDDERS	48-55

**DIRECTORATE OF AGRICULTURE & FOOD PRODUCTION, ODISHA KRUSHI  
BHAWAN, BHUBANESWAR**

*Bid Identification no.-OFMRDC/ Agril/ -01/2024-25*

**NOTICE INVITING BID**

*Date & time of bidding online: From 10.09.2024 at 11.00 AM. to 30.09.2024 up to 5 P.M.*

*Pre bid Meeting : 20.09.2024 at 11.00 A.M. in KrushiBhawan*

*Last Date of Submission of*

*Original document : 08.10.2024 at 5.00 P.M.*

*Date of the opening of the Technical Bid: 09.10.2024 at 11.00 A.M.onwards*

*Date of the opening of the Financial Bid: To be intimated to the eligible bidders*

Tenders through e-procurement are invited from reputed Manufacturers /MSME units in two bid systems i.e. technical bid and financial bid for procurement & supply of Rubber Roll Sheller-cum-Polisher suitable for cleaning & pearling of Ragi to selected procurement centres (Mandi Points) of different districts as per the following table.

Sl No	Name of the Post-Harvest Machine to be procured and supplied	Approx. No	Approx Total Cost (In Rs.)	EMD (In Rs.)	Paper Cost, (in Rs)	Period of completion	Class/ Eligibility
1	2	3	4	5	6	7	8
1	<i>Rubber Roll Sheller-cum-Polisher suitable for cleaning and Pearling of Ragi (3 HP single phase electricity operated)</i>	247	247,00,000	5,00,000	Rs 10000/-	45days	Manufacturer

Bid documents consisting of detailed Tender Call Notice, the schedule of quantities and terms & conditions of contract and other necessary documents can be downloaded from [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) from **10.09.2024 at 11.00 AM. to 30.09.2024 up to 5 P.M.** It can also be available at <https://agrisnetodisha.gov.in> and <https://ofmrdc.odisha.gov.in> for reference.

The cost of tender document (non-refundable) as mentioned in the table must be given in **shape of Bank draft drawn on any Nationalized Bank in favour of “Development Engineer, OFMRDC, Bhubaneswar” payable at Bhubaneswar** failing which, the tender will be liable for rejection. The tenderer needs to submit the EMD amount mentioned in above table (column -5) in shape of Fixed Deposit / Term Deposit/Bank guarantee on **any Nationalized Bank in favour of “Development Engineer, OFMRDC, Bhubaneswar”** failing which, the tender will be liable for rejection.

**OPENING OF TENDER**

Bidders shall have also to submit all papers as Financial instruments such as cost of bidding document and EMD in original latest by 08.10.2024 at 5.00PM along with copies of i) self certified Commercial test report ii) PAN Card iii) GST Returns, GSTR-3B iv) Experience Certificate and all other related papers uploaded as per terms and conditions through Registered post/Speed Post/Courier Service to the O/o the Development Engineer, OFMRDC, Satyanagar, Bhubaneswar-751007 failing which the bids shall be summarily rejected.

The Tender and the technical bid will be opened on *09.10.2024 at 11.00 A.M. onwards in KrushiBhawan, KeshariNagar, Bhubaneswar-751001* in the presence of the bidders or their authorized

representative who wish to attend. Technical bid shall be opened and scrutinized only on those cases where the bidders have been found to have fulfilled all the prescribed criteria and conditions of this tender.

If the office happens to be closed on the date of last opening of bids as specified, the bid will be opened on the next working day at the same time and venue. Any clarification may be obtained from the Office of the Development Engineer, Satyanagar (Mob-7978475607/9437101429) on working days only from 10.09.2024 to 19.09.2024 during office hours. Tender documents received beyond the last date and time will be rejected.

The authority reserves the right to cancel/reject any or all bids without assigning any reason and without incurring any liabilities thereof. The authority also reserves the right to modify any clauses as in technical & financial bids.

Sd/-  
Director of Agriculture  
Odisha, Bhubaneswar

## SECTION I INSTRUCTION TO BIDDERS

- 1.1 Development Engineer, OFMRDC, Bhubaneswar on behalf of Director, Agriculture & Food Production, Odisha is the Tender Inviting Authority whose objective is to procure required **PHM-Rubber Roll Sheller-cum-Polisher suitable for cleaning & pearling of Ragi to run with 3 HP (single phase) electric motor.**
- 1.2 This 'Bid Document' contains the following:
- Section I: Instructions to bidders
  - Section II: Scope and Description of Contract
  - Section III: Bid Schedule
  - Section IV: Schedule of Requirement
  - Section V: Specific Conditions of Contract
  - Section VI: General Conditions of Contract
  - Section VII: Technical Specifications
  - Section VIII: Formats for bidder for Submission of Bid (Technical bid)
  - Section IX: Annexures [Formats for the successful bidder (Supplier) after finalization of bid]
- 1.3 The bid documents published by the Bid Inviting Officer (Procurement Officer/Publisher) in the e-procurement portal <https://tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the Bid Schedule (Section III) after which the same will be removed from the list of "Latest Active Tender".

## 1.4 PARTICIPATION IN BID

### 1.4.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) , OGST Registration Certificate of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC, OGST Registration Certificate. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process.

### 1.4.2 LOGGING TO THE PORTAL:

The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

### 1.4.3 DOWNLOADING OF BID:

The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.

### 1.4.4 CLARIFICATION ON BID:

The registered bidder can ask questions related to online bid in the e-procurement portal through email: [ofmrdc.dag@nic.in](mailto:ofmrdc.dag@nic.in) but before the pre-bid meeting. Pre-bid meeting will clarify queries related to the bid.

### 1.4.5 PREPARATION OF BID

The detail guideline for preparation of bid is mentioned at General conditions of Contract- Section VI **(Clause 6.4 & 6.17)**

### 1.4.6 SUBMISSION AND SIGNING OF BID

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VI **(Clause 6.16 & 6.17)**

## **SECTION II**

### **General Definitions & Scope of Contract**

#### **2.1 General Definitions**

- 2.1.1** Department means Agriculture & Farmers' Empowerment Department, Government of Odisha.
- 2.1.2** Government means Government of Odisha.
- 2.1.3** Bid / Tender Inviting Authority is the Director of Agriculture & Food Production, who calls and finalizes bids and ensures supply, installation and after sales service of the machinery/ equipment's procured under this bid document.
- 2.1.4** "Tender Committee" is the committee authorized by the Director, Agriculture & Food Production, Odisha to decide on the purchase of the equipment to be procured by the Development Engineer, OFMRDC.
- 2.1.5** User Institutions are the Block Level Procuring Agencies (BLPA) of each Ragi Procurement Centers (Mandi) under Tribal Development Cooperative Corporation of Odisha Limited (TDCCOL) for which the machineries under this bid is procured.
- 2.1.6** Funding agencies are usually, Department of Agriculture & Farmers' Empowerment, Government of Odisha who has sanctioned & provided funds for procurement of machineries/equipment.
- 2.1.7** Blacklisting/debarring – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority/User Institution, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

#### **2.2 Scope**

- 2.2.1** The bids are invited for the supply, installation and commissioning (including training) of the machineries/equipment, the details of which are mentioned in Section VII, needed for the government on behalf of the Government of Odisha. The Development Engineer, OFMRDC is acting as the procurement agency. The main objective is to obtain competitive price and ensure after sales service to the machineries/equipments procured under this bid. For this, the Department of Agriculture & Farmer's Empowerment Government of Odisha, will undertake and oversee the procurement process, ensure that the successful bidders are installing the equipments properly at the location/institution specified and

provide the after sales service during the agreed period of contract in respect of the equipments installed to the satisfaction of the Tender Inviting Authority.

- 2.2.2 Rate Contract: This is a Rate contract Bid, the rate of which will be valid for the contract period from the date of finalization of rate contract, subject to discretion of authorities. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, *which may increase or decrease*. The bidders are expected to quote their best rates for the equipment, the technical specifications, approx. quantity mentioned in Section IV of this bid Document. During the rate contract period, only Development Engineer, OFMRDC is authorized to place purchase orders for the supply and installation of the same machinery/equipment's procured under this bid during the validity of the rate contract period.
- 2.2.3 If the Tender Inviting Authority chooses to place repeat order(s) during the rate contract period for supply, installation and commissioning, then the successful bidder is bound to supply the same make/model of equipment(s) as approved at the same rates and under the same terms and conditions of this bid.
- 2.2.4 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.
- 2.2.4 Tender committee/Authority reserves the right of negotiation of the lowest quoted price of the Bidders as decided by the committee.



**SECTION III  
TENDER SCHEDULE**

**3.1. Bid Details**

1.	Bid identification No.	<b>Bid Identification No. OFMRDC/ Agril/ -01/2024-25</b>
2.	Cost of Bid Document	Rs.10000.00, Non-refundable.
3.	Earnest Money Deposit (EMD)	The bidder shall have to submit the Bid Security of Rs.500000/- in shape of fixed deposit/term deposit/bank guarantee with the technical bid
4.	Validity of bid	Bids should be valid for a minimum period of 120 days from the date of opening of technical bid for the purpose of bid evaluation/ finalization of L1 rate.
5.	Performance Security	@ 10% of the tendered value including GST in shape of Bank Guarantee (B.G.) pledged in favour of Development Engineer, OFMRDC

**3.2. Important Dates:**

Sl. No.	Particulars	Date and time	
1.	Date & time of publish of bid in online	<b>10.09.2024 at 11.00 AM.</b>	
2.	Date & time of Pre-bid query submission through email.	<b>On or Before 19.09.2024 up to 5.00 P.M. E-mail: <a href="mailto:ofmrdc.dag@nic.in">ofmrdc.dag@nic.in</a></b>	
3.	Date & time of online bid submission	Start Date & Time	End Date & Time
		<b>10.09.2024 ,11.00 AM.</b>	<b>30.09.2024, 5 P.M.</b>
4.	Date of submission of hard copies of the tender document along with tender paper cost, bid security through registered post/speedpost/registered courier only	<b>Up to 08.10.2024 at 5.00 P.M.</b>	
5.	Date & Time of online technical bid opening	<b>09.10.2024 at 11.00 A.M. onwards</b>	

**SECTION IV**  
**SCHEDULE OF REQUIREMENT**

**4.1 Item(s) Tendered:**

Sl No	Name of the Post-Harvest Machine to be procured and supplied	*Approx No	Approx Total Cost (In Rs.)	EMD (In Rs.)	Paper Cost, Incl GST (inRs)	Period of completion	Class/ Eligibility
1	2	3	5	6	7	8	9
1	<i>Rubber Roll Sheller-cum-Polisher suitable for cleaning and Pearling of Ragi (3 HP single phase electricity operated)</i>	247	247,00,000	5,00,000	10000/-	45 days	Manufacturer

**\*Important Notes:**

- 1) The bidder shall have to quote the Unit Price of the machine/equipment consisting of all the items as per the technical specification defined under Section-VII. The unit cost of the machine/equipment should be inclusive of warranty for one year, AMC for three years beyond the warranty period, customs duty, packing, insurance, transportation to the institution and all other incidental charges except GST for the purpose of evaluation of L1 bidder. OGST and CGST as applicable will be charged on it for payment purpose.
- 2) The bidder has to quote for the machine/equipment available with him. The bidder has to deposit the tender paper cost in shape of Demand Draft drawn in favour of Development Engineer, OFMRDC, Satyanagar, Bhubaneswar, payable at Bhubaneswar as per the date line mentioned in Tender Schedule SECTION- III.
- 3) Reasonable care must be taken while quoting the price BOQ since a minor error, even typographical, may impact the overall price and in some cases may also lead to rejection of the bid.
- 4) Pre-bid meeting will be held physically in Krushi Bhawan, Bhubaneswar. All representatives attending pre-bid meeting should come with proper authorization letter from the company (if required). All the representations/queries pertaining to technical specification must be received on or before the pre-bid date and time in email only with supporting documents/letters from the Original Equipment Manufacturer otherwise the representations shall not be accepted.
- 5) The bidder intended will deposit the tender paper cost along with the technical bid.

- 6) The authority reserves the right to reject or modify any conditions of the tender or cancel the tender or cancel the issued purchase order at any stage without assigning any reason thereof.

#### **4.2 Technical Specifications:**

**The detailed technical specifications and other quality parameters of the above machinery/equipment are contained in Section VII.**

## SECTION V

**SPECIAL CONDITIONS OF CONTRACT****5.1 Time Limits Prescribed**

Sl. No	Activity	Time Limit
5.1.1	Delivery period	45 days from date of issuance of Purchase Order
5.1.2	Guarantee period	01 year from the date of supply of the Machinery/equipment.
5.1.3.	AMC Period	3 years Annual Maintenance Contract beyond 1 <sup>st</sup> year warranty period
5.1.4	Preventive maintenance visits to The Institution during Contract Period	One visit in every six months (2 visits in a year)for periodic / preventive maintenance and anytime for attending repairs/break down calls.
5.1.6	Submission of PerformanceSecurity and entering into contract	The successful bidder shall have to deposit performance security @10 % of tendered amount including GST in shape of Bank Guarentee(BG)
5.1.7	Maximum time to attend anyRepair call	Within 7 days

**5.2 Pre-qualification of Bidders:**

5.2.1 **Manufacturer/MSME Units** are eligible to participate in the bid provided, they fulfil the following conditions:

- I. CA audited report of the bidders for the last three financial years showing an annual turnover of a minimum Rs 2 crore and certificate from the chartered accountant showing annual turnover in **Format- T8**
- II. GST return (GSTR-3B)for the last three months. Bidders participating in the tender must be registered under Odisha GST(OGST) Act.
- III. IT returns for the last three Financial years
- IV. Preferably bidders should have experience in supplying Agriculture machinery in the programmes of theAgriculture Dept./institutions.
- V. The bidder shall submit CTR from a recognised institute. If CTR is not available, the successful bidders shortlisted after the technical bid process shall have to demonstrate their machines in the SLFMTTC, Bhubaneswar within 3 days for suitability of Ragi cleaning and pearling.
- VI. Price to be quoted by the bidder which is inclusive of all taxes and 3 years Annual Maintenance contract and to be delivered at any destination Mandi points of different blocks of Odisha.

- VII. The warranty period of the machine shall be of 1 year.
- VIII. The Performance bank guarantee shall be 10% of the tendered amount (necessary relaxation for the Odisha Manufacturer as per prevailing MSME policy), which will be returned after the AMC period.
- IX. EMD amounting to Rs.5,00,000/- should be submitted in form of fixed deposit/term deposit/bank guarantee.
- X. The successful bidder should have service delivery points in Odisha for addressing the complaints within 7 days.
- XI. The bidder should not have bad reputation, convicted or blacklisted previously on any Govt. Supplies. The bidder shall submit a certificate to this effect in a notarised Rs 100/- non judicial stamp paper. **(Format T5)**
- XII. Manufacturers have to furnish the **manufacturer's form** as per **Format T6**
- XIII. Manufacturers shall provide the MSME certificate, if available.

## SECTION VI GENERAL CONDITIONS OF CONTRACT

### 6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

- Section I : Instructions to Bidders
- Section II : General Definition & Scope of Contract
- Section III : Bid Schedule
- Section IV : Schedule of Requirement
- Section V : Special Conditions of Contract
- Section VI : General Conditions of Contract
- Section VII : Technical Specifications
- Section VIII : Formats for bidder for Submission of Bid (Technical Bid)
- Section IX : Annexures [Formats for the successful bidder (Supplier) after finalization of bid]

### 6.2 Bid Document:

- 6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the machine/equipment bid are contained in this "Bid Document".
- 6.2.2 The bid document shall be made available in the website <https://tendersodisha.gov.in> for downloading. Bidder shall submit Bid Document as mentioned in Section III) as described in clause 6.5 and non-submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted online through the e-Tender portal <https://tendersodisha.gov.in>. Bidders have to enrol themselves in the e-procurement portal and digital signature certificate is required.

6.2.4 **The general guidelines on e-Tender process are as mentioned below:**

6.2.4.1 Bidders should have a Class II or III Digital Signature Certificate (DSC) to be procured from the Registration Authorities (RA). Once, the DSC is obtained, bidders have to register in the e-procurement portal <https://tendersodisha.gov.in> for participating in this bid. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

6.2.4.2 Bidders may contact e-Procurement support desk of OFMRDC, over telephone at 7978475607/9437101429.

6.2.4.3 The e-Tender process comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.

6.2.4.4 Payment of Bid Document Cost:

The details of payment of document cost are mentioned at clause 6.5

6.2.4.5 The details of documents (in PDF format) for online submission of technical bid are mentioned at clause 6.17

6.2.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details and upload the same back to the website.

6.2.4.7 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

6.3 **Responsibility of Verification of Contents of Bid Document:**

6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Bid

6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OFMRDC, authorised to invite tender, will in no case be responsible or liable for these costs, regardless of the

conduct or outcome of the bidding process. The documents to be submitted online are mentioned in clause 6.17.

- 6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for un-amendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- 6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.4.4 The bid (in English Language only) for supply machines/equipments mentioned in Section IV shall be submitted alongwith detailed specifications. A technical leaflet /brochure / literature for the quoted product shall be furnished.
- 6.4.5 The documentary evidence regarding past performance shall be submitted along with **the Bid duly attested by the bidder on every page and serially numbered**. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.
- 6.4.6 Bidder shall submit a declaration letter as per the format given as Format T5 and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official mail of the Tender Inviting Authority ([ofmrhc.dag@nic.in](mailto:ofmrhc.dag@nic.in)). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.4.9 Any clarification on the e-Tender procedure shall be obtained from OFMRDC
- 6.5 Payment for e-Tenders (Bid Document Cost)
- 6.5.1 The bid document cost shall be paid by the bidder in the following manner.
1. The bid document fee shall have to be furnished in shape of Demand Draft (DD) from any nationalized bank in India in favour of the Development Engineer, OFMRDC, Satyanagar, Bhubaneswar, payable at Bhubaneswar.
  2. The bidder has to furnish the scan copy (in PDF format) of the bid document cost **along with other required document of technical bid** through online submission on or before the due date & time of submission of technical bid.

3. However, the original instrument (in case of DD) of the bid document cost along with technical bid in a sealed envelope must reach the Development Engineer, OFMRDC, Satyanagar by registered post /speed post/registered courier on or before the mentioned date & time in Tender Schedule failing which the bid shall be rejected. One sealed envelope containing the bid document cost should be clearly superscribed as: Bid document cost, Bid Reference No. and the Name of the bidder as per Section III, schedule of requirement and be kept in the envelope of technical bid.

#### 6.6 Bid Document Cost (Section-III)

- 6.6.1 The bidder has to submit the bid document cost as mentioned in Section–III and no submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

- 6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5.

Bidders are liable to pay bid document cost even if any exemption is allowed in EMD.

#### 6.7 Deleted

#### 6.8 Deadline for Submission of Bid (Section-III)

- 6.8.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission and the Tender Inviting Authority shall not be held liable for the delay.

- 6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority. And the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

#### **6.9 Modification and Withdrawal of Bids**

- 6.9.1 The bidder can modify or withdraw bids submitted online before the last date & time for online submission.

#### 6.10 Period of Validity of Bid.

- 6.10.1 Bids should be valid for a minimum period of 120 days from the date of opening of technical bid for the purpose of bid evaluation/ finalization of L1 rate.

- 6.10.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

#### **6.11 Rejection of Bids:**

- 6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V.

- 6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender.



## **6.12 Notices:**

- 6.12.1 The Tender Inviting Authority shall publish the following information in e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;
- 6.12.1.1 The bid notices, documents, corrigendum, addendum etc. if any.
- 6.12.1.2 Amendments to the bid conditions, if any.
- 6.12.1.3 Results of the responsiveness of the technical bids along with reasons for rejection of unqualified bidders and Final List of technically qualified bidders.
- 6.12.1.4 List of bidders qualified for price bid opening.
- 6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **6.13 Other Terms and Conditions**

- 6.13.1 All the terms and conditions in respect of Guarantee, A.M.C., Training of Staff etc. mentioned in Section V shall be complied with.
- 6.13.2 Technical Specifications and Standards: - The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in Section VII of this document.
- 6.13.3 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, and Customs Duties etc.
- 6.13.4 In the event, if it is found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

## **Pre-Bid Meeting**

- 6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.14.2 Date of pre-bid meeting is mentioned in Section III.
- 6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process.

- 6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- 6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc. requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.
- 6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.
- 6.14.7 Filled up Bids (Online Submission) will be accepted only after the date of pre-bidmeeting.
- 6.14.8 The representations regarding the pre-bid meeting must be received on or before the pre-bid date and time otherwise the requests may not be considered.
- 6.14.9 All the representations pertaining to technical specification in the pre-bid meeting and any clarifications submitted in the subsequent stage of the tender process must be supported by the letter from principal manufacturer unless the requested points shall not be considered.

### **6.15 Amendment of Bid Documents:**

- 6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal.
- 6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

### **6.16 Submission of Bid**

- 6.16.1 The bids are to be submitted on-line in two parts in (double cover) the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 6.16.2 PART-I as TECHNICAL BID shall be submitted on-line only in the e-Tender portal with all the required documents as mentioned in clause 6.17.
- 6.16.3 PART II as PRICE BID (in the required Format) shall be submitted online only. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in **any other formats** will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.
- 6.16.4 The bidder should **check the system generated confirmation statement** on the status of the submission.

6.16.5 **SIGNING OF BID-** The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus his/her name shall be liable for recommending for blocking of portal registration and blacklisting.

#### **6.16.6 SECURITY OF BID SUBMISSION:**

6.16.6.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted.

6.16.6.2 The encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.

#### **6.16.7 RESUBMISSION AND WITHDRAWAL OF BIDS:**

6.16.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of Submission is allowed.

6.16.7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

6.16.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.16.7.4 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer/Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure.

6.16.8 The details of the documents to be uploaded online are mentioned in Clause 6.17.

#### **6.17 List of Documents in Bid Submission**

The list of documents (**Scanned documents** to be uploaded **online in PDF format**) as a part of Technical Bid (PART I) is as mentioned below:

6.17.1 Bid Document cost [(Scanned copy in PDF)]

**[Original instrument (in case of DD)** of the bid document cost in a sealed envelope must reach the Tender Inviting Authority by registered post/speed post/registered courier only along with the hard copies of the technical bid documents which will only be received after closing date of online bid submission and within the stipulated time & date mentioned in tender schedule failing which the bid shall be rejected.

6.17.2 Format – T1 (Check List)

6.17.3 Format – T2 (Details of Items quoted)

6.17.4 Format – T3 (Bid Security Details)

6.17.5 Format – T4 (Details of Bidder & Service Centre)

6.17.6 Format – T5 (Declaration Form)

6.17.7 Format – T6 (Manufacturer's Form – in case the bidder is the OEM)

6.17.8 Format – T7 (Deleted)-**Not to be submitted**

6.17.9 Format–T8(Annual Turnover Statement by Chartered Accountant), they have to furnish the audited statement of the OEM along with turnover.

- 6.17.10 Copies of the annual audited statements/ Annual Reports for 2021-22, 2022-23& 2023-24 (Provisional statement of account shall not be considered). In case of distributor, they have to furnish the audited statement/ copies of the pages of the audited statement in Annual Report of the OEM/ Importer along with their own turnover.
- 6.17.11 Format–T9 (Performance Statement during the last three Years)
- 6.17.12 Copies of purchase orders & end user certificates in support of the information furnished in Format T-9
- 6.17.13 Format – T10 (Statement of deviation – Technical Specification)
- 6.17.14 Format – T11 (Para-wise compliance to Technical Specification)
- 6.17.15 Copy of the **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered in support of the information provided in Format – T11
- 6.17.16 Copy of **Quality Certificates (valid CTR from any of the Govt. of India recognised testing institute/centre authorised to test post-harvest machine)** of the product (As per Section VII - Technical Specification).
- 6.17.17 Copy of the GST registration certificate. Bidder must be registered under OGST Act.
- 6.17.18 Copy of PAN
- 6.17.19 Copies of IT Returns of the financial years 2021-22, 2022-23 & 2023-24

**A Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** in physical form along with the **Tender document Cost and EMD**(in original) to be received latest by the scheduled date, **falling which the bid shall be rejected**. However, the copy of all documents to be submitted should be **exactly the same as uploaded in e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like product catalogues etc.) is not clear. In that case, the documents shall be considered for evaluation only **if this scan copy of the same is uploaded**.

**Note: No price information to be furnished in the Technical bid ,In that case the bid shall be rejected.**

## **6.18 Opening of Technical Bid**

- 6.18.1 The technical bid opening is offline. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after technical evaluation for those bidders who qualify in the technical bid evaluation and shall be informed in advance.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative may attend the offline opening of technical Bid.
- 6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.
- 6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the

Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

6.18.5 The bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.

6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid.

## **6.19 Evaluation of Bid**

6.19.1 Tender Committee: -Designated Committee for the purpose

6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by the Tender Committee duly appointed.

6.19.1.2 The Tender Committee duly appointed may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.

6.19.1.3 The decisions of the Tender Committee on whether the bidders are responsive or non-responsive will be published.

## **6.20 Deleted**

## **6.21 Clarification of Bids**

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

6.21.2 The request for clarification and the response shall be in writing, either through email or by post.

## **6.22 Deleted**

## **6.23 Price Bids Opening**

6.23.1 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid, conducted by the Tender Committee/Tender Inviting Authority shall be opened.

6.23.2 Price Offered shall be in Indian Rupees.

6.23.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.

6.23.4 There shall also be no hidden costs.

6.23.5 Bidder shall **quote prices** in all necessary fields in the available format(Price Bid Format). The price shall be entered separately in the following manner:

6.23.5.1 The bidder shall have to quote the Unit Price of the machine/equipment consisting of all the items as per the technical specification defined under Section-VII. The unit cost of the machine/equipment should be inclusive of warranty, A.M.C. for three years beyond 1 year warranty period, packing,

insurance, transportation (site delivery) and all other incidental charges except GST. GST as applicable will be charged on it.

6.23.5.2 Applicable GST shall be quoted in the specified column in numeric values (If the field is left blank, value will be taken as zero) in the BoQ format.

6.23.5.3 The bidders shall offer the price which shall be inclusive of all the accessories to be supplied with the machine/ equipment as mentioned in the technical specification under Section VII.

6.23.5.4 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.

6.23.5.5 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him (Except any change made by the Govt.). Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

## **6.24 Price Bid Evaluation**

6.24.1 The bidder shall have to quote the Unit Price of the machine/equipment consisting of all the items as per the technical specification defined under Section-VII. The unit cost of the machine/equipment should be inclusive of guarantee, A.M.C. for three years beyond 1 year guarantee period, customs duty, packing, insurance, transportation (site delivery) and all other incidental charges except GST.

6.24.2 The **Unit cost** of the machine shall be taken into account of evaluation.

## **6.25 Award of Contract**

6.25.1 Criteria: -The Contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids i.e. after price bid opening.

6.25.2 Variation of Quantities at the Time of Award/ Currency of Contract: -At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease of the quantity of goods and services mentioned under cl. 4.1 (rounded off to next whole number) without any hang in the unit price and other terms & conditions quoted by the bidder.

## **6.26 Notification of Award/Letter of Intent (LOI)**

6.26.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its bid, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.26.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within seven days, failing which the bidder will not be taken into consideration and the 2<sup>nd</sup> lowest bidder will be called for negotiation at L1 rate.

6.26.3 The Notification of Award shall constitute the initiation of the Contract.

## **6.27 Signing of Contract**

6.27.1 The successful bidder shall execute an agreement in the format as given under **Annexure I** for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the contract period.

6.27.2 The successful bidder shall submit performance security in the format as per Annexure V, as performance security prescribed under cl.6.28.

6.27.3 Promptly after notification of award, within 7 days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.27.4 Deleted

6.27.5 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.27.6 Sub Contracts: - The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.27.7 Modification of contract: - If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.27.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be

Specifically manufactured for the Tender Inviting Authority,

6.27.7.2 Deleted

6.27.7.3 Incidental services to be provided by the successful bidder

6.27.7.4 Mode of Installation- As per requirement

6.27.7.5 Place of delivery –FOR at destination.

6.27.7.6 Converting the installation of the accessories in all or any of the locations as turnkey project and

6.27.7.7 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

## **6.28 Performance Security**

6.28.1 There will be a performance security bank guarantee amounting to the total value as mentioned in Section III, which shall be submitted by the successful bidder to the Tender Inviting Authority within 7 days from the date of issuance of LOI/purchase order, failing which the bidder liable or suspension to submit bids for contract(s) with you for a period of Six (06) months from the date of bid opening.

6.28.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by the performance security in shape of BG in the specified format (Annexure-V) (Necessary relaxation for the local MSEs as per prevailing MSME Policy/FD Rule of Odisha)

6.28.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

6.28.4 Failure of the successful bidder in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the bidder liable for suspension to submit bids for contract(s) with you for a period of Six (06) months from the date of bid opening.

6.28.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

6.28.5.1 It shall be in the form of Bank Guarantee, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority.

### **6.28.5.2 Deleted**

6.28.5.3 In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) Days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.28.5.4 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder after 60 days on completion of the successful bidder's all contractual obligations including warranty and AMC obligations.

## **6.29 (A) Inspections & Testing**

6.29(a).1 All machinery shall be inspected and tested for completeness, proper assembly, operation, cleanliness and state of physical condition and performance as per quoted specification.

6.29(a).2 The cost of all such tests shall be borne by the bidder.



6.29.(a).3 Before delivery of the machineries, EE/AAE of SLFMTTC will visit the factory and check the specification and quality of the machine as per the desired specification.

## 6.29 (B) Deliveries and Installation

6.29.1 The successful bidder shall visit the scheduled procurement centre, supply and install the machinery at selected Mandi Points of different blocks of Odisha. If the supplier cannot complete the **delivery** within the stipulated period, Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **Clause. 6.43.5**

6.29.2 The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipment's arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

6.29.3 If at any time during the contract period, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.

6.29.4 The successful bidder is required to deliver the machine/equipment's at the site within time specified under **Clause 5.1** from the date of issue of the 'Supply Order', install the machines, successful demonstration and trial run and training to the members of Block Level Procurement Agency (BLPA) on the smooth operation of the machinery. Further tripartite agreement will be signed between BLPA, Block Agril. Officer/Asst Agril. Officer concerned and representatives from TDCCOL for handover and smooth functioning of the machine. The manufacturer needs to obtain an individual 'Installation Certificate' (as per format in Annexure II) for the equipment and guarantee/warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the concerned BAO/AAO with signature and seal.

6.29.5 At the time of supply at the destination point (i.e., the identified Mandi Location): If the machine is found defective, then the same will be replaced by a new one by the supplying firm with no additional transportation cost.

After the supply and installation of the machine, a joint verification will be conducted by the concerned BAO/AAO, AEE/AAE in-charge of concern blocks in presence of the BLPA. The verification report in a prescribed format will be submitted to the concerned CDAO who will countersign and submit the same to the Development Engineer, OFMRDC for needful action.

## 6.30 Payment

6.30.1 No advance payments towards cost of machines will be made to the bidder.

6.30.2 80 % of the bill amount is to be released on receipt of the tax invoice having OGST number with the stock entry certificate from concerned BAO/AAO in-charge and also on receipt of Joint Verification reports from BAO/AAO & AEE/AE in presence of BLPA within 15 days from installation, demonstration conducted, successful trial run done & training on use of the machinery imparted to concern BLPA duly countersigned by concerned CDAO

6.30.3 Balance 20 % of the bill amount will be paid to the supplying firm/ firms in phase manner i.e. 5 % after completion of 1st year of AMC and 2nd Year of AMC respectively and 10 % after completion of 3rd

year of AMC after obtaining certificate regarding the proper functioning of the machineries by the AEE/AAE, through concerned EE

6.30.4 The original invoice submitted shall be in the name of the Development Engineer, OFMRDC and the name of the consignee shall also be mentioned in it.

6.30.5 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and GST as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

### **6.31 After Sales Service Conditions:**

6.31.1 OFMRDC attaches paramount importance to the after sales service of the machine/equipment's installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the contract period free of cost as follows:

- a) There shall be immediate provision/service delivery points in Odisha for repair & maintenance of the machinery as when required.
- b) Technician for repair & replacement of their defective machine/machine requiring repairs will be available in nearest locations of the supply place.
- c) The repair & maintenance job will be complied within a week getting information of the supply place.
- d) Bidder has to submit the detail address of the spare parts available centre, mechanic and contact person with his mobile/Telephone No. to the under signed and BLPA/BAO/AAO/AAE/AEE concerned.

6.31.2 The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Tender Inviting Authority in its endeavour to provide trouble free relation/performance of the machine/ equipment's for the prescribed period need only participate in the bid.

6.31.3 The after sales service shall be performed during the contract period. The Successful bidder shall also be responsible for the complete maintenance of the equipment for the entire service period.

6.31.4 Failure to provide satisfactory after sales services during the contract period will lead to black listing/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

### **6.32 Warranty Terms:**

6.32.1 The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.32.2 The successful bidder further has to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.

6.32.3 During the contract period, the successful bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to the site. The

cost of spare parts for all replacements has to be borne by the successful bidder during the contract period.

**6.32.4 Deleted**

**6.32.5 Deleted**

6.32.6 After sales service centre in Odisha preferably or at least in Eastern India should be available as part of the pre-qualification criteria under Clause.5.2.5 and the bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.

6.32.7 Site Visits: The successful bidder shall visit site of the Institution as part of preventive maintenance as per the frequency mentioned under Clause 5.1.4 during the contractperiod. The bidder shall attend any number of break down/repair calls as and when informed by the user.

6.32.8 During every visit, a copy of the service report/break down call report, duly signed bythe custodian of the equipment/BLPA/BAOand stamped shall be forwarded by email/post to the concerned Executive Engineer within 10 days from the due date.

6.32.9 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.7.

6.32.10 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful bidder shall, within the period specified under cl.5.1.7, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution during the contract period.

6.32.11 If the successful bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in cl.5.1.7, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful bidder under the contract.

6.32.12 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment's or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.

6.32.13 A warranty certificate (as per format in Annexure III) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender InvitingAuthority for keeping it under safe custody along with the Installation Certificate. A copy of the original guarantee/warranty papers has to be given to the BAO and BLPA concerned.

6.32.14 The machine/equipment which requires quality assurance test shall be done at free of costimmediately after installation, during the contract period and also when major spares are replaced.

6.32.15 Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.

6.32.16 The bidder shall undertake on-site calibration of the machine/equipment every year as part of the after sales service during the period of contract and submit a 'calibration certificate' to the BAO & BLPA with a copy to the Executive Engineer concerned.

6.32.17 The Services to be offered during contract period includes visits to the installation site at Frequencies prescribed under cl.5.1.4 as part of preventive maintenance, Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user/institute or Tender Inviting Authority.

### **6.33 Packing**

All the machinery are to be suitably protected as required to prevent damage of deterioration during transit and storage till the time of installation/supply. The Bidders shall be responsible for any loss or damage incurred of transportation, handling or storage due to improper packing till successful installation. The Bidders shall have to replace the damaged machinery during transit within a week, failing which the cost of the consignment will not be released.

### **6.34 Rating Plate/Name plate**

Each machinery preferably should have engraved/embossed Sl. No., month & year with the manufacturer's name, SAA(OMM) as samples such as e.g. 001-10/24-Agril-SAA(OMM)

### **6.35 Training**

6.35.1 The successful bidders have to impart on-site training to BLPA members / Technicians staff on the operation of the system at the time of installation.

### **6.36 Imported Equipment (Not applicable)**

### **6.37 Intellectual Property Rights (IPR)**

6.37.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for Infringement of any intellectual property rights or any other right protected by Patent, registration of designs or trademarks.

6.37.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.37.3 Deleted

### **6.38 Corrupt or Fraudulent Practices**

6.38.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- 6.38.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 6.38.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bidsubmission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- 6.38.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.38.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority’s bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

### **6.39 Force Majeure**

- 6.39.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 6.39.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.39.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

6.39.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above subparagraphs.

#### **6.40 Resolution of Disputes**

6.40.1 The Authority & the applicant shall make all efforts to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with this contract.

6.40.2 All disputes arising out of the contract shall be referred to courts under the jurisdiction of the Bhubaneswar Court only.

#### **6.41 Applicable Law & Jurisdiction of Courts**

6.41.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.41.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High court of Odisha.

#### **6.42 General/ Miscellaneous Clauses**

6.42.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder/AMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.42.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.42.3 The Successful bidder shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.

6.42.4 Deleted

6.42.5 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

6.42.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **6.43 Penalties for Non-performance**

6.43.1 The penalties to be imposed, at any stage, under this bid are;

6.43.1.1 Imposition of liquidated damages,

6.43.1.2 Forfeiture of Performance Security

6.43.1.3 Termination of the contract

6.43.1.4 Blacklisting/Debarring/Suspension of the bidder

6.43.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of performance security as well as result in black listing/debarring/suspension of the bidder.

6.43.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the biddocument as that leading to forfeiture of Performance Security or leading to blacklisting/ debarring/suspension.

6.43.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:

6.43.5 **Liquidated Damages:-** If the successful bidder fails to **deliver** any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price / purchase order price as liquidated damages as detailed below.,

**1% of the value of the item** to be deducted as liquidated damage penalty **per week of delay** or **part thereof** on delayed supply of item (s) until actual delivery or performance subject to a **maximum of 4%**. Development Engineer, OFMRDC reserves the right to allow an additional penal period of 4 (four) weeks beyond the normal penal period (4 weeks) on the written request of the supplier with the condition that liquidated damage @ 1.5% will be charged for each week or part thereof during the extended penal period. Penal period shall start after the stipulated delivery period (as the case may be). No goods shall be received from the supplier after expiry of the penal period of 4 weeks and the purchase order shall stand cancelled unless the supplier is allowed an Additional penal period for delivery (maximum of another 4 weeks) by the Development Engineer, OFMRDC

Once the delivery period / extended delivery period with LD is exceeded, Tender Inviting Authority may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful bidders.

6.43.6 The penalties imposed by the Authority will be communicated to other officer of by the Govt. of Odisha website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipment/services from such bidders.

6.43.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid.

**6.44 Termination of Contract**

- 6.44.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.
- 6.44.2 In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
- 6.44.3 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.44.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.



## Section- VII

### Purchase of Machine/Equipment with Technical specification

SI No.	Name of the Machine	Tender cost	Specification
1	Rubber Roll Sheller cum Polisher suitable for cleaning and pearling of Ragi	10000/-	Rubber Roll Sheller cum Polisher with 3HP electricity operated (single phase) motor (motor having ISI standard with valid BIS certification) which is found suitable for cleaning & pearling of Ragi,  Capacity-1.20 qtl./hr to 1.25 qtl./hr.
<p><b>NB:</b></p> <ol style="list-style-type: none"> <li>1. The suitability of RR Sheller cum Polisher for cleaning and pearling of Ragi will be tested at SLFMTTC, Baramunda, Bhubaneswar for the bidders who are shortlisted after scrutiny of technical bids.</li> <li>2. The shortlisted bidders have to bring at least one machines for testing at SLFMTTC within 3days notice by the Development Engineer, OFMRDC</li> <li>3. The technical bids evaluation is completed only after successful demonstration of the machine.</li> </ol>			

**SECTION –VIII**  
**FORMATS FOR SUBMISSION OF**  
**BID**  
**(Technical Bid)**

**FORMAT – T 1****CHECK LIST**(To be submitted in **Part I -Technical Bid**)**The document has to be arranged as per the order mentioned in checklist for ease of scrutiny.**The bidder has to **upload the documents** as mentioned in Check list (**in PDF format**) **online**, on or before the due date & time of submission of technical bid.

<b>Name of the Bidder</b>			
<b>Sl. No</b>	<b>Item</b>	<b>Whether included Yes / No</b>	<b>Page No.</b>
1	Format – T1 (Check List)		
2	Bid Document Cost as DD Rs.10000.00, <b>Non-refundable.</b>		
3	Format – T2 (Details of Items quoted)		
4	Format – T3 (Bid Security details)		
5	Format – T4 (Details of Bidder & Service Centre)		
6	Format – T5 (Declaration Form)		
7	Format – T6 (Manufacturer's Form – in case the bidder is the OEM)		
8	Format – T7 (Manufacturer's authorization Form – in case the bidder is the authorized Importer / distributor of OEM)	<b>Not Required</b>	
9	Format – T8 (Annual Turnover Statement by Chartered Accountant).		

10	Copies of the annual audited statements/ Annual Reports for 2021-22, 2022-23& 2023-24 (Provisional statement of account shall not be considered).		
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11	Format–T9 (Performance Statement during the last three Years)		
12	Copies of purchase orders & end user certificates in support of the information furnished in Format T-9		
13	Format – T10 (Statement of deviation – Technical Specification)		
14	Format – T11 (Para-wise compliance to Technical Specification)		
15	Copy of the <b>Leaflets /Technical Brochures / Product Data Sheets</b> of the Model offered <b>highlighting features</b> in support of the information provided in Format – T11		
16	Copy of <b>Quality Certificates (valid CTR/ Relevant reports&amp; ISO)</b> of the Product / Organization (As per Section <b>VII</b> - Technical Specification).		
17	Copy of GST Return for the last three months/quarters as the case may be		
18	Copy of the GST registration certificate		
19	Copy of PAN (Income Tax)		
20	Copies of IT Returns of the financial years 2021-22, 2022-23 & 2023-24		

**All the documents to be furnished in the checklist have to be page numbered. All the formats (T1-T11) are to be filled up mandatorily. If any document not available undertaking may be submitted.**

**Important Notes:**

- 1) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.
- 2) **No price information (i.e. Scanned copy of the price format etc.)** to be uploaded in Technical Bid.
- 3) After preparation of the all the documents as per checklist, the bidders have to put the page Nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
- 4) In the e-tender portal, the bidders can find **two files** for uploading of their technical bid.

For **management of space**, the bidders can **serially arrange their documents** as per **checklist T1**, create two equal sized PDF Files and upload them.

The **BOQ** file (Excel file) and other price format (in PDF) are to be **uploaded** in the **price bid**.

- 5) A **Copy of the all the above documents** uploaded in the **technicalbid** shall **also to besubmitted** along with the Original Bid Security & Tender document Cost **on or before the scheduled online technical bid opening**. However, the hard copy of all documents to be submitted should be **exactly the same as uploaded in e-tender portal on or before due date as mentioned in the tender notice, otherwise the bid will be rejected**. Copy of the documents to be submitted in physical form shall be only for the purpose of clarity / better visibility of the documents uploaded, in case of any scanned documents uploaded (like **product catalogues/Product data sheet**, etc.) is not clear. In that case, the documents shall be considered for evaluation**if the scan copy of the same is uploaded**.

**Format - T2**

(To be submitted in Part I -Technical Bid)

**DETAILS OF THE ITEM (S) QUOTED**

<b>Sl. No.</b>	<b>Name of the Equipment/ Machine with technical specification</b>	<b>Name of Manufacturer</b>	<b>Address</b>	<b>Make</b>	<b>Model</b>	<b>Capacity in Quintal/hour</b>
1.						
2.						
3.						
4.						
5.						
6.						

Signature of the Bidder:

Date:

Official Seal:

**Format-T3**

( To be submitted in *Part-I-Technical Bid*)

**DETAILS OF EMD SUBMITTED**

Sl.	Name of the machinery with specification.	B.G. No. & Date & name of Bank	EMD Amount(Rs.)
1	2	3	4

Signature of the Bidder:

Date:

Seal

**Format - T4**

(To be submitted in Part – I Technical Bid)

**DETAILS OF THE BIDDER & SERVICE CENTER**

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>				
1	Name of the Bidder			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
<b>Contact Person Details</b>				
2	Name		Designation	
	Telephone No.		Mobile No.	
<b>Communication Address</b>				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	
<b>Type of the Firm (Please relevant box)</b>				
4	Private Ltd.	Public Ltd		Proprietorship
	Partnership	Society		Others, specify
	Registration No. & Date of Registration.			
<b>Nature of Business (Please relevant box)</b>				
5	Original Equipment Manufacturer (OEM)		Authorized Distributor	
	Direct Importer			
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners, etc.)</b>				
6	In case of Directors, DIN Nos. are required			
	<b>SI No</b>	<b>Name</b>	<b>Designation</b>	



7	Whether the Owner/Proprietor/Chairman/CEO/Director/ManagingPartner has been convicted by a competent court of law for supplying equipment's within a period of last 3 years from the date of floating of tender.	Yes / No
8	Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized from supplying equipment within the last 3 yearsfrom the date of floating of the tender by authorities as mentioned in Clause No. 5.2.1 (ix) & 5.2.2 (vii).	
8.a	Furnish the copy of the GST registration certificate	
8.b	PAN : Furnish the copy of the PAN	
9	<b>Details of Existing Service Center in Odisha Or Eastern India :</b> <b>Name of Contact Person :</b> <b>Designation :</b> <b>Address of Service Centre:</b> <b>Telephone No.:</b> <b>Email :</b> <b>Fax:</b>	
10	<b>Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)</b> <b>a. Name of the Bank :</b> <b>b. Full address of the :</b> <b>Branch concerned</b> <b>c. Account no. of the :</b> <b>bidder</b> <b>d. Name (as mentioned in the bank account) :</b> <b>e. IFSC Code of the Bank :</b>	
Date: _____ Office Seal _____ Signature of the bidder / Authorized signatory		

**Format – T5**

(To be submitted in Part–I Technical Bid)

**DECLARATION FORM**

(Affidavit before Executive Magistrate / Notary Public on 100 Rupees non-judicial stamp paper))

I/We .....having My/our office at.....do declare that I / We have carefully read all the Terms & conditions of bid of OFMRDC, Odisha for the supply & installation of (Name of the machine/equipment(s)) as per Format T2). I will abide with **all the terms & conditions** set forth in the **Bid document Reference no.** \_\_\_\_\_ along with the subsequent amendment, if any.

I/We agree that the Tender Inviting Authority can forfeit the Performance Security Deposit and blacklist me/us for a period of **3 (three)** years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I/We do hereby declare I/We have not been de-recognized /debarred/banned/ black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Non-supply within the last 3 years from the date of floating of the tender. I/we also under take that; I/we are not involved in any unfair/fraudulent practice.

I / We .....do hereby declare that I / we will supply the \_\_\_\_\_ as per the terms, conditions & specifications of the bid document. I / we further declare that I / we have a service centre in Odisha / Eastern India to carry out the maintenance of the equipment offered.

Signature of the bidder:

Seal

Date:

Name &amp; Address of the Firm:

**Format – T6**

(To be submitted in **Part– I Technical Bid**)

**MANUFACTURER’S OFFER FORM**

(To be submitted by manufacturer in a **letterhead** in case the bidder is the manufacturer)

No.

Dated:

To

**The Development Engineer,  
OFMRDC, Satyanagar, Bhubaneswar**

Dear Sir / Madam,

Bid Reference No:

Equipment Name:

1. We ..... (Name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at..... full address with telephone number/fax number & email ID and website), and having factories at \_\_\_\_\_.

2. **No Company or Firm or Individual** have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.

3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of guarantee/warranty /AMC as per the above bid.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment’s bid within the stipulated time.

(Name)

For and on behalf of M/s. \_\_\_\_\_

Date: (Name of manufacturers)

Place:

**Seal:**

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

**Format-T7(Deleted)-Not Required****Format – T8**(To be submitted in Part – I **Technical Bid**)**ANNUAL TURN OVER STATEMENT**

The Annual Turnover for the last 3(three) financial years of M/S \_\_\_\_\_ who is a manufacturer of agricultural equipments/machineries are given below and certified that the statement is true and correct.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover in (Rs.) both in Words and Figures</b>
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Average	

Date:

Signature of Auditor/

Place:

Chartered Accountant

(Name in Capital)

Seal

Membership No.

N.B: This turnover statement should also be supported by copies of audited annual statements of the last three financial years/ Annual Reports and the turnover figures mentioned above should be highlighted there.

Format – T9

(To be submitted in Part – I Technical Bid)

**PERFORMANCE STATEMENT**(For the period of last **three years**)**(Pl. furnish order copies of the clients serially, the names of which are mentioned below)**

Name of Bidder:

Name of Manufacturer:

Name of the Item :

Sl. No	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty.	Value of Contract (Rs.)	Date of Supply & Installation of the equipment	Have the equipment have been functioning Satisfactorily (Attach documentary proof)**
1.								
2.								
..								
..								
			<b>Total Qty.</b>					

(Attach separate sheets if the space provided is not sufficient)

**Signature and seal of the Bidder**

\* The documentary proof will be **copies of the purchase order** (during the last 3 Years) indicating P.O. No. and date.

\*\* The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date.

**Format – T10**(To be submitted in **Part – I Technical Bid**)**STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION**

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

<b>Sl. No.</b>	<b>Name of the Equipment /Machine with technical specification</b>	<b>Clause of Technical Specification</b>	<b>Statement of Deviations /Variations if any</b>
1.			
2.			
3.			
..			
..			

(Attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. Mention **No Deviation.**

Signature of the Bidder

Name:

Date:

Place:

Seal:

**Format – T11**(To be submitted in **Part – I Technical Bid**)**PARAWISE COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED**

[Furnish **Para wise Compliance** in a tabular form (as per the format mentioned below), where the technical specification (Para wise) as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue / product data sheet].

**Name of the Item:****Make:****& Model No.:**

<b>Bid specification (parawise)</b>	<b>*Bidder's Compliance- Para wise</b>	<b>**page No.of the technical brochure Where the compliance is mentioned/CTR</b>

(Add separate sheets depending upon the space requirement)

\* **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered **highlighting features** of the product offered **must be attached** in support of the information provided above.

\*\* It is **mandatory** to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name:

Date:

Place:

Seal

## PRICE SCHEDULE

### General Instructions:

- Price bid format (BOQ) is not **enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://tendersodisha.gov.in>.
- Price BoQ in Excel format has to be submitted only. The price bid format (Excel sheet available in e-tender portal) is specific to a bid and is not interchangeable.
- The bidder shall have to quote the Unit Price of the **machine/equipment** consisting of all the items as per the technical specification defined under Section-VII. The unit cost of the Instrument Set should be inclusive of ,warranty, A.M.C. for three years beyond 1(one) year warranty, customs duty, packing, insurance, transportation (door delivery) and all other incidental charges except GST.
- The Price bids submitted in any other formats will be treated as non-responsive.
- Multiple price bid submission by bidder shall lead to cancellation of bid.



# SECTION –IX

## ANNEXURES

### (Required to be executed by the Successful bidder)

#### Annexure I

#### AGREEMENT

THIS AGREEMENT made the..... day of ..... 20..... between Development Engineer, OFMRDC of one part (Here in after “the Purchaser”) and.....(Name and Address of Supplier) ..... (Here in after “the Supplier”) represented by ..... (Name of the Authorized Signatory and Designation), Aged..... Years, residing at ..... (Full Residential Address of the Signatory) of the other part: WHEREAS the **Purchaser** has been authorised to invite bids for the supply of .....(brief description of goods and services vide bid no..... dated .....). The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the bid document. The **Purchaser** has finalized the bid in favour of the Supplier for the supply of the said goods and services for a total cost of Rs. .... (Contract Price in Words and Figures) (Here in after “the Contract Price”) and issued Letter of Intent / Supply Order No. .... Dated .....

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) All the documents submitted by the bidder as part of technical bid and price bid;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications and other quality parameters;
  - (d) The clarifications and amendments issued / received as part of the bid document

(d) The General Conditions of Contract;

(e) The Special Conditions of Contract; and

(f) The Purchaser's Letter of Intent

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision

of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIERS ARE:**

**1) Basic Price**

Sl. No.	Brief Description of goods	Quantity to be supplied	Unit Price	Total Amount (3 x 4)	GST Payable
1	2	3	4	5	6

**2) AMC:**AMC for a period of 3 years beyond the warranty period of one year.

**3) Consumable Cost (If any):**

**Delivery Schedule:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ..... (For the Purchaser)

In the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

**CONSIGNEE RECEIPT CERTIFICATE (CRC)**

(The consignee may attach the courier receipt/deliver challan along with this format. Installation should be conducted within 7 days of receipt of material. A copy of this CRC must be intimated to the supplier as well as to OFMRDC)

**1. PLACE OF MATERIAL RECEIVING & INSTALLATION**


**2.DETAILS OF PURCHASE ORDER & INVOICE**

Purchase order No./ Letter No. With date:	supplier's invoice No. with date

**3.DETAILS OF EQUIPMENT**

Equipment Name:	Quantity:	Make /Manufacturer:	Model:

Serial Nos.	

**4.DETAILS OF ACCESSORIES:**

SL No.	Accessory Name:	Quantity	Serial Nos.	Not supplied/ Remarks
1				
2				
3				
4				

(If space is deficient, another sheet with above mentioned format may be attached with seal & signature of authorized person )

**5.TO BE FILLED BY AUTHORIZED PERSONNEL OF CENTRAL STORE**

(I)The said item of quantity as mentioned in the consignee place list (ANNEXURE-I)Of the purchase order have been received subject to verification on dated\_\_\_\_\_.

(ii)on initial physical verification on dt\_\_\_\_\_OUT OF \_\_\_\_\_quantity\_\_\_\_\_were found to be in good condition. Remaning \_\_\_\_\_ items were received later in good condition on dt.\_\_\_\_\_.

(iii)All standard accessories have been supplied for each of the said item as per the technical specification of tender bid reference No. mentioned in the purchase order. If not ,please mention the short supply in space below

**PLEASE TICK MARK AS APPROPRIATE**

The machine is with the central store and will supplied to the concerned department/s later on. Installation, Training &demonstration is not required for the item. Minor installation if any will be carried put .

The machine is handed over to the concerned department on Dt.\_\_\_\_\_

Signature of Receiving authority

Signature of Director

**6.TO BE FILLED BY HEAD OF THE DEPARTMENT**

(I) The room where installation is to be done is ready as per the requirements/ checklist mentioned by the supplier. If not, please mention by this date\_\_\_\_\_ it is expected to be completed.

(ii)\_\_\_\_\_Nos. of the EIF have been received by the department on dt\_\_\_\_\_.

(iii) on physical verification , the item supplied was found to have no manufacturing defects as such.

**PLEASE TICK MARK AS APPROPRIATE**

Installation, training&demonstration is not required for the item and it is working satisfactorily.

Installation certificate is attached along with this CRC

The supplier has been intimated for installation in written and expected date of installation is \_\_\_\_\_  
Installation report will be given separately.

Full signature of Authorized End user /HOD (with contact No.)

**SATISFACTORY INSTALLATION CERTIFICATE(SIC)**

(To be mandatorily filled in this specific format with SLFMTTC logo only .Ascan copy must be E-mailed to SLFMTTC immediately after installation.

**1.PLACE OF INSTALLATION**


**2.DETAILS OF PURCHASE ORDER &INVOICE**

<b>Purchase order No./Letter No. with date.</b>	<b>Supplier's invoice No.with date</b>

**3.DETAILS OF EQUIPMENT**

Equipment Name	Quantity	Make / Manufacture:	Model

<b>Serial Nos.</b>	
--------------------	--

**4.DETAILS OF ACCESSORIES**

SI No.	Description of item	Qty.	SI Nos	Not supplied / Remarks
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				
<u>5</u>				
<u>6</u>				
<u>7</u>				

(if space is deficient, another sheet with above maintained format may be attached with seal & signature of authorised person)

**1.DEMONSTRATION AND TRAINING DETAILS:**

The following operators/end users having demonstrate and trained to operate the equipment

SI No.	Name	Designation	Contact No	Signature
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				

(if space is deficient, another sheet with above maintained format may be attached with seal & signature of authorised person)

**2. DETAILS OF INSTALLATION/COMMISSIONING/WARRANTY:**

<b>Date of Installation/Commissioning</b>	<b>comprehensive warranty end date</b>	<b>Warranty period (in year)</b>	<b>Period of Training/</b>
<b>comprehensive warranty start date</b>			<b>In days</b>

**3. Certification :**

**Certified that the machine has been installed successfully at the concerned dependent along with all standard accessories and ancillaries of the site preparation needed including interiors as per requirement and bid documents. Satisfactory demonstration and proper training have been imparted to end users. The machine is working satisfactory.**

**Full signature of Authorised end users/Head of Dept.**

**7.DETAILS OF SUPPLIER &SIGNATURE OF THE INSTITUTION:**

<b>Name of the supplier</b>			
<b>Address of Regional Service Centre</b>			
<b>Details of Regional service manager</b>	<b>Name</b> <b>Mobile No.</b> <b>Email id:</b>		
<b>Details of service engineer with company seal.</b>	<b>Signature:</b> <b>Name:</b> <b>Mob No:</b> <b>Email id:</b>	<b>Signature and name of authorised end users/Head of dept. With date &amp; seal:</b>	<b>Signature &amp; name of Head of the Institution with date &amp; seal:</b>

**WARRANTY CERTIFICATE**

(To be filled jointly by the Supplier, Block Agriculture officer&amp;AEE concerned individually for every equipment)

Date:

Purchase order No : ..... dated.....The equipment .....

..... (Equipment Name) Model No..... bearing serial no.

..... was installed successfully at ..... (Institution

Name) is offered with a comprehensive

Warranty for a period of ..... Years starting from ..... to ..... including all the following accessories.

SI No.	Name of the Machine	Manufacturer's Name	Equipment Serial No	Qty.

Name of the supplier:	Name of the Block Agriculture Officer :
Signature:	Signature:
Seal:	Seal:

**PERFORMANCE CERTIFICATE**

(To be filled by the AAE/AEE individually for every equipment)

Name of the Mandi/Procurement Centre:	
SUP.CODE/ Name of the supplier	

**Equipment Detail**

EQPT CODE /Name of the equipment		Purchase Order No:	
Make / Manufacturer		Purchase Order Date	
Model		Purchase Amount	
Serial no.		Project Name	
Date of Installation		Location / Department	
Whether Equipment working satisfactorily without any problem for two month?			<b>YES NO</b>
If No, provide details of equipment failure in the first month (attach additional details if any in a separate sheet)			
<b>BREAK DOWN DETAILS</b>			

Break down Reported Date	Attended date	Rectified date	Attended by	Details of beak down / service

Present status of the equipment	<b>Working satisfactorily</b> <b>Not working satisfactorily</b>		
Performance certificate was issued on _____ (date to be filled in by the AAE/AEE or by the end user)			
Name of End User & Department		Sign.	
Signature of the AAE/AEE		Sign. & Seal	
Date: Seal of supplier:	Date: <b>EE Signature &amp; seal :</b>		

Annexure-I

**Model Bank Guarantee Format for furnishing EMD**  
*[Ref. Para 21]*

Whereas ..... (hereinafter called the "tenderer")  
has submitted their offer dated..... for the supply of .....  
(hereinafter called the "tender") against the purchaser's tender enquiry No. ....

KNOW ALL MEN by these presents that WE..... of  
..... having our registered office at..... are bound unto  
..... (hereinafter called the "Purchaser") in the sum of..... for  
which payment will and truly to be made to the said Purchaser, the Bank binds itself, its  
successors and assigns by these presents.

Sealed with the  
Common Seal of the said Bank this..... day of..... 20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....\* (Name & Address of the  
.....\* branch) is liable to pay the guaranteed amount depending on the filing 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

\* Preferably 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.



**Bank Guarantee Format for Performance Security**

To

The Development Engineer  
OFMRDC, Satyanagar, Bhubaneswar

WHEREAS..... (Name and address of the supplier) (here in after called “the supplier”) has undertaken, in pursuance of contact no.....dated..... to supply.....(description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation 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.....We the.....Branch.....undertakes not to revoke the guarantee during its currency in writing.

We .....Branch..... further agree that a mere demand by r Development Engineer,OFMRDC, Satyanagar, Bhubaneswar. is sufficient for us..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us..... Branch to decline payment to Development Engineer,OFMRDC, Satyanagar, Bhubaneswar.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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



**Format for submission of Financial Bid**

Name of the machine with make & model	Sl. No.		Item	Cost in Rs. in Figure (per unit)	Cost in Rs. in Words
	A	1	Basic price of machine with mandatory accessories and prerequisite parts/accessories/ hands on training at the installation point that are required for smooth operation of the machinery/implements( List of accessories parts is to be enclosed)  <b>with one year warranty</b>		
		2.	Annual Maintenance cost ( AMC) for next 3 years beyond 1 <sup>st</sup> year warranty period		
	B	3	Total quoted price (1+2)		
	C	4	GST (ogst & cgst) (percentage to be specified)		
	D	5	Total unit value of machine inclusive of 1 year guarantee with AMC for next 3 years ( including GST) (3+4)		

**NB: Price quoted at Sl.No-3 i.e. Total quoted price will be considered for financial evaluation.**

Signature of the Bidder/ Authorized Signatory



