

TENDER FOR SUPPLY OF MISCELLANEOUS FARM ITEM

TENDER FOR MISCELLANEOUS FARM ITEM.

Price: Rs.1000.00

Issued to _____

Money receipt/DD No. _____ Date _____

TENDER FOR SUPPLY OF MISCELLANEOUS FARM ITEM FOR THE FINANCIAL YEAR 2011-12

To,

The Tender Co-ordinator (MISCELLANEOUS FARM ITEM) and
The Deputy Director (Farms)
Dr. Panjabrao Deshmukh Krishi Vidyapeeth,
P.O. Krishi Nagar, Akola 444 104 (MS.)

Dear Sir,

1. In response to the tender notice published in the daily newspaper _____ dated _____ or at web site www.pdkv.ac.in I/We submit herewith the tender form for the supply of equipments and machinery.
2. I/We have thoroughly examined and understood the terms and conditions of the tender mentioned in Appendix-I and I/we agreed to abide by them in full.
3. I/We offer to undertake the supply of laboratory instruments / equipments and quoted the rates inclusive of all taxes, freight etc., as given in Appendix-II. It is agreed that no additional charges other than those mentioned in Appendix-II would be payable to me/us.
4. I/We accept that the rates offered shall remain valid **for a period up to 30/06/2012 from the date of execution of agreement.** I/We further agreed that if the date up to which the offer would remain open be declared as holiday for office, then offer will remain open for acceptance till next working day.
5. I/We shall be bound by communication of acceptance of the offer, dispatched within prescribed time.
6. I/We accept that the right to accept or reject whole or part of the tender without assigning any reason is reserved with the University. The decision of the University will be final and shall be binding on me/us.
7. As required by the terms and conditions of tender an amount of **Rs.10000/- (Rs. Ten thousand only)** of Appendix-II paid by me/us as Earnest Money Deposit (E.M.D.) through **Demand Draft (DD) of any Nationalized Bank** payable at State Bank of India, Dr.P.D.K.V., Akola Branch

No.2171, Akola bearing No._____ dated _____ in favour of **Accounts Officer, CRS, Dr. PDKV, Akola**. The payment of EMD in any other form will not be accepted.

8. I/We agreed to undertake to supply the equipments at location of office mentioned in final supply order and as per the specification of the final orders within six weeks from the date of supply order or the date specified in the supply order.
9. I/We also agreed to undertake to supply of laboratory equipments to other offices of University spread over Vidarbha region under same terms and conditions against the supply orders.
10. As per the terms and conditions Part-I of Appendix-I, I/We are submitting my/our offer in two sealed envelopes enclosed in envelop No.3. Envelop No.1 contents documents as per the condition Sr.No.9 of Part-I of Appendix-I. Envelop No.2, includes rates quoted by me/us in Appendix-II.
11. I/We also agreed that University has full rights to open/consider the second envelop if and only if University satisfied with information contents in envelop No.1. The decision of the University regarding this will be final and will be binding on me/us.
12. I/We hereby declare that the entries made in this tender form, i.e. in Part II of Appendix-I and Appendix-II are binding on me/us. I/We shall be bound by the Act to my/our authorized representative duly constituted Attorney Sh. _____ whose signature is appended hereto in the place specified for the purpose and of any other person who in future may be appointed by me/us in his place to carry on the business of this concern/agency/firm. The intimation of such change will be given to the **Chairman, Central Purchase Committee, Dr. PDKV, Akola**.
13. I/We hereby take the responsibility of maintaining the equipments at their locations at free of cost in warranty period. I/We hereby take the responsibility to provide the service under AMC after expiry of warranty periods.

The following documents duly filled in and signed are enclosed along with the tender. The part 1 of Appendix-I being the terms and conditions is retained by me/us for my/our information and record.

Yours faithfully,

Place :

Date :

Signature of the Supplier

Capacity in which signing : _____
Name and Address of the firm/supplier/tenderer: _____
Registration No. of Supplier/tenderer: _____

List of Documents (Checklist)

- i) Tender Form
- ii) Demand Draft (For EMD)
- iii) Sale Tax Registration certificate /Sale tax return certificate
- iv) Original catalogs, pamphlets/pictures of the appliances offered

- v) Certificate of Sole Manufacturers/authorized supplier/ dealer
- vi) Photocopy of exemption certificate for EMD (If applicable)
- vii) Part II of Appendix -I

Bank Draft No. _____ Dt _____ Rs. _____

Signature of constituted Attorney/
Authorized representative

Signature _____ Date: _____

Name & Address: _____

Terms and conditions governing “for the Tender (MISCELLANEOUS FARM ITEM)”

PART-I

1. Sealed tenders are invited from manufacturers/authorized dealers of manufacturers/ authorized suppliers/dealers of overseas who are willing to undertake supply of equipments as per the specifications mentioned in Appendix-II .**Tenders received late in person/by post will not be considered.** The tenders will be opened on 17th Sept. 2011 at 11.00 hrs in the **office of the Associate Dean, College of Horticulture Dr.PDKV, Akola;** in presence of the intending suppliers/ representatives who may desire to attend.
2. The rates both in words and figures without any corrections or over writing should be quoted in Appendix-II for each individual item separately. Any over writing or rewriting should be duly countersigned. **The rates must be valid up to June 30, 2012.**
3. The intending supplier shall also have to mention, the detailed specifications, name of manufacturer/make, model of the article and has to enclose the only original catalogs, pamphlets/pictures of the appliances offered, for which the rates are quoted. The photocopies/ xerox/fax of these documents will not be considered. In absence of the above original documents, the item(s) offered will not be considered.
4. **The preference will be given to the items bearing ISI/ISO quality control make for the laboratory instruments/equipments.**
5. The tenderer must enclose adequate documents to prove their authorization claims, **the authority letter should include the details of principle supplier/manufacturer regarding their full address, contact person, e-mail address, fax no. and address of the website** and if not enclosed this, University reserves the rights to accept or reject tenders of these agencies. The decision of the University regarding this will be final and shall be binding on tenderer.
6. The tenderer will have to supply instrument / equipment as per the Appendix II. University will not accept the assembled equipments.
7. The tenderer should quote the rates inclusive of essential/optional accessories of all charges in Appendix II only of the tender form issued by this office and not on any other form.
8. **Installation, successful demonstration, supply of samples of items, in the respective department is compulsory.**
9. The tenderer should submit his offer in two separate envelopes *i.e.* in first envelop with superscription **“TENDER FOR SUPPLY OF MISCELLANEOUS FARM ITEM ” (TECHNICAL INFORMATION) ENVELOPE NO. 1**
 - a. *D.D. for E.M.D. (Rs.10000/-, exemption relevant certificate be enclosed)*
 - b. *Sale Tax (CST, BST, VAT etc.) Registration certificate/ Sale Tax Return certificate/ TIN No.*
 - c. *Original catalogs, pamphlets/pictures of the appliances offered. Documents in support to reveal capacity to provide service after sale*
 - d. *Certificate of Sole Manufacturers/authorized dealers of manufacturers/authorized supplier/dealers of overseas.*

e. *Clients/ Users list of item(s) of Company/Dealer and total experience in this field.*

(Important: Above (a) to (g) documents if not enclosed, the Envelope No. 2 will not be opened)

10. The tenderer should provide the rates quoted only in Appendix-II in second envelop with superscription "TENDER FOR SUPPLY OF MISCELLANEOUS FARM ITEM" (RATES) ENVELOP NO. 2
11. Enclose sealed envelope No. 1 and 2 in envelope No.3 with superscription 'TENDER FOR SUPPLY OF MISCELLANEOUS FARM ITEM' and be submitted to the undersigned.
12. The intending supplier should quote the rates inclusive of all expenses, charges, taxes, duties, transportation, packing and forwarding, insurance etc. i.e. All "Inclusive" (in the prescribed format enclosed with this tender form) with free delivery as mentioned in Appendix-II at respective office/ laboratories of the University. However, the Octroi will be over and above this, if applicable. The laboratory instruments / equipments will have to be supplied as per the specifications within **SIX WEEKS** or as per the last date mentioned in the final supply order. In case the tenderer requires more time than as stipulated above for effecting actual supply of a particular item shall specifically mention in the tender form
13. University will reserve full rights to open/consider the second envelop if and only if University is satisfied with information contents in envelop No.1. The decision of the University regarding this will be final and shall be binding on tenderer.
14. The supplier will have to supply, in full the articles as per the order to different offices/ laboratories of the University located any where in Vidarbha region till date of validity of rates.
15. This University do have exemption in octroi , excise duty & custom duties, the certificates will be provided along with the supply order if necessary.
16. **The tenderer shall have to deposit Earnest Money Deposit (E.M.D.) Rs.10000/- through Demand Draft (Nationalized Bank only) drawn on State Bank of India, Dr. PDKV, Branch Akola (Branch No.2171), payable to The Accounts Officer, CRS, Dr. PDKV, Akola** and the same should be enclosed in Envelope No. 1 of the tender. The tender without E.M.D. or less E.M.D will not be considered. If the tenderer having exemption for EMD, he should enclose the copy of the certificate and be produce original for verification on the date of opening of the tender or within a week period thereafter. The amount of E.M.D. will be refunded in case of unsuccessful tenderer on submission of application with Money Receipt in original soon after the final decision. In case of successful tender it will be refunded on production of original receipt after completion of validity period of the agreement to be executed between the tenderer and the University, Dr. P.D.K.V., Akola. The University will not make any payment towards interest on such deposits.
17. The Specimen of "Agreement Bond" will be provided along with letter of acceptance to the tenderer whose rates are accepted by the University. The tenderer shall have to execute agreement in the prescribed form on Stamp paper costing to Rs.100/- or fixing court fee stamp on agreement paper, which should be submitted to this office ordering supply within specified time. The agreement received under seal and signature of tenderer will become legal agreement between the tenderer and the University, which will be binding on tenderer within Akola jurisdiction.
18. Tenderer at the time of final order/ agreement will have to furnish **security deposit @ 3% of total cost** of the items accepted and ordered for supply by the University as offered in the

tender either through demand draft or Cheque **in favour of the concerned office, Dr. PDKV, Akola.**

19. The amount of Security deposit without any interest there on will be returned to the tenderer after 12 months or the expiry of the warranty period whichever is later from the date of supply, subject to the surrender of Money Receipt in original in respective office.
20. If the tenderer fails to comply with the supply order within the specified period his order will be cancelled and EMD will be forfeited.
21. The quantity mentioned in Appendix-II of this tender is subject to variation according to actual requirement of this University. The quantity may vary in case of competitive market rates. The right to enhance or reduce the quantity of any tendered item(s) and right to accept/reject whole or part of the tender, without assigning any reason, whatsoever, is reserved by the undersigned. The decision of the undersigned shall be final and it shall be binding on the tenderer.
22. On acceptance of the rates as per the approved tender, the supply order will be placed by respective Head of the Office of University.
23. As soon as the tenderer delivers the tender in the office of the undersigned, it shall be binding on him and he shall not be able to withdraw or amend the offer.
24. The respective Head of the offices also reserves the right to accept or reject the supplies in full which do not strictly stick up to the specifications.
25. The tenderer are bound to supply only genuine material of prescribed specification etc tendered by him/it and ordered for supply by the university/offices under it shall be liberty to ask for production of sufficient proof that the manufacturer is rendering adequate business support to the tenderer/supplier or university will have the right to get satisfied approaching the manufacturer without noticing to the tenderer for genuine of material and authority to supplier.
26. The undersigned reserves the rights to accept or reject higher version of instrument/equipment etc or any other items under the same terms and conditions and same price quoted by tenderer in Appendix-II.
27. In case of poor response from the suppliers, from the first call, the items of poor response will be retendered if necessary
28. Final payment will be made only after installation and successful supply of material at the respective department of the university.
29. The credit bill should be presented in triplicate in the name of respective authority as quoted in final supply order. For any delay in payment (interest or any other kind of compensation) the University will not make any extra payments. **This contract will be governed as per terms and conditions mentioned above, agreement made and the provisions contained in M.A.U. Account Code, 1991.** Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification and performance or non-observance or non-acceptance of these terms and conditions by the tenderer shall constitute breach of contract and the security deposit or any other deposit of the tenderer shall be forfeited by the University besides other actions or reduction bills of supplies and/or other legal actions and finally the decision of the University shall be binding on the tenderer.

30. Every page to tender should be numbered and signed with seal by the tenderer. The right to accept or reject whole or part of the tender or all tenders without assigning any reasons thereof is reserved by the University.
31. The university will initiate the legal action against the firm/company/ supplier, if the supplied sports goods and material found of poor quality /not as per the nationally approved standards/replica of original material. The Firm/Company/ Supplier will be blacklisted for further filling of any tender of the University.
32. In case a supplier supplying the no. of items to a single department, the single agreement bond shall be legitimate, but 3 % security deposit should be given for each item supplied.

Encl: 1) Part-II of Appendix-I
2) Schedule of supplies in Appendix-II

Place: Akola

**Tender Co-ordinator
(MISCELLANEOUS FARM ITEM) and
The Deputy Director (Farms)
Dr. PDKV, Akola**

We have accepted above terms & condition and agreed to abide by them.

Signature with seal of tenderer:-

Capacity in which signing:-

Name and address of the firm/supplier/tenderer:-

Registration No. of firm/tenderer:-

Part-II

Undertaking to be given by the tenderer for “The supply of MISCELLANEOUS FARM ITEM”

Whereas, the Chairman, Central Purchase Committee Dr. P.D.K.V., Akola has called the tenders through the Co-ordinator for supplies of **MISCELLANEOUS FARM ITEM** as per the enclosed Appendix No-II.

I/We hereby offer our tender at the rates given in the enclosed Appendix -II duly filled in and signed by me/us and hereby also affix my/our signature(s) below this tender voluntary and full acceptance of all the terms and conditions of this tender, which shall be the agreement between the above tender calling authority and myself/us.

Enclosed: Appendix-II

Signature of the Supplier: _____

Name of the Supplier: _____

Capacity in which signing: _____

Full address of the Supplier with Seal/Stamps _____

Place:

Date:

Appendix II

Format for quoting the rates of the MISCELLANEOUS FARM ITEM (As per serial No.12 in Appendix-I)
Form of Tender rate quoted by me/ us for supply of MISCELLANEOUS FARM ITEM to the officers under Dr.P.D.K.V, Akola
(as per serial No.12 in Appendix-I)

Sr.	Name of item	Specification*	Cost of instruments/ equipment with essential optional accessories	Excise	VAT/ CST/ BST	Custom Duty	Packaging forwarding	Any other	Total Taxes	Cost of instruments/ equipment inclusive of all taxes

*If the specification mentioned by the tenderer is deviated from the specification proposed by the University, tenderer have to give compliances in prescribed format given below.

Proforma

Information regarding specification compliances

Name of tenderer: -----

Sr.	Sr. No. & Name of equipment included in tender enquiry/form	Specification/part of specification given in the tender form of the University for which tenderer has offered differently	Specification/part of specification that the tenderer has offered differently	How the different specification is suitable for the intended use by the University

List of Miscellaneous farm item

Sr.	Item	Specification	Make/Brand
1	Gunny Bags 100 kg	Once used for sugar only ,New A-12,B-12	Samples to be submitted
2	Kantan Bags	80 x 50 cm 30 kg Capacity	Samples to be submitted
		60 x 50 cm 20 kg	Samples to be submitted
3	Cloth bags	60 x45 cm,45 X 35 cm,35 x 25 cm,30 x 20 cm	Samples to be submitted
4	Plastic tarpaulin	200 GSM	Rate on meter basis and rate on kg basis
5	Polythene bags 72 micron	9 x 6 inch and 7 x 5 inch	Samples to be submitted
6	Polythene bags	All available size	Samples to be submitted
7	Water proof electric cable	4 mm 3 core and 6 mm 3 core	Samples to be submitted
8	Sutali	Of all type	Samples to be submitted
9	Butter paper bags	of all size	Samples to be submitted
10	Selfing thread		Samples to be submitted
11	Price label no three		Samples to be submitted
12	Luggage label no three		Samples to be submitted
13	Plastic pegs		Samples to be submitted
14	Nylon thread		Samples to be submitted
15	Bird net plastic		Samples to be submitted
16	Paraffin wax		Samples to be submitted
17	Polythene sheet for nursery		Samples to be submitted
18	Brown paper bags	All Size	Samples to be submitted
19	Brown paper bag	42 x12x6 cm, star paper 70 gsm	Samples to be submitted
20	Nylon net selfing bags with closing string	35x17 cm	Samples to be submitted

21`	Sahan Cloth Bag	36x36inch 36x24inch 36x18 inch	Samples to be submitted
22	Musclin cloth bag	12x 12 inch	Samples to be submitted

"AGREEMENT BOND"
(To be executed on Rs.100/- bond paper)

This agreement made on this _____ day of 2011

BETWEEN

Sh. _____ residing at _____
and carrying on business In proprietorship / partnership / Sole Distributor/ Manufacturer
/Pvt.Ltd _____ in
the firm name and styled of _____

Hereinafter referred to as the supplier (which expression shall unless the context does not so admit includes his heirs, executors and administrators of the last successor and his / its/their permitted assignee) on the one part.

AND

The office of _____ **Dr.PDKV, Akola** for
and on behalf of Dr. Panjabrao Deshmukh Krishi Vidyapeeth, Akola established under the
Maharashtra Agricultural University Act, 1983 hereafter referred as Dr.PDKV (which expression
shall unless the context does not so admit include his successor) of the other party. Whereas,
Dr.PDKV Akola invited tender from the intending Sole manufacturers/authorized dealers of
manufacturers/authorized suppliers / dealers of overseas for the **supply of MISCELLANEOUS
FARM ITEM** vide tender No _____ dated _____

AND whereas the Dr.PDKV, Akola had accepted the tender of the
supplier _____ including tender
notice dated _____ important instruction to the tender dated
_____ terms and condition of tender acceptance of tender
dated _____ .all of which documents are deemed to form parts of
this agreement and are herewith annexed and are included in the expression "contract" wherever
use herein.

AND whereas prior to the execution of this agreement the supplier has pursuant to the terms of
contract furnished to the Dr.PDKV, Akola. The Security deposit for the due compliance's with the
observance and performance by the contract of all the terms and conditions of contract.

AND whereas the parties are desirous of executing an agreement. Now it is hereby agreed as
follows:

1. The Dr.PDKV, Akola has agreed to purchase **supply of MISCELLANEOUS FARM ITEM**

details previously from the supplier and the supplier has agreed to sell from his store _____ in _____ the Distt _____ State _____ Country _____

2. The supplier has agreed to extent the benefits of discount **at the rate** of _____% **on the published price list of the manufactures, which in term** accepted by Dr.PDKV, Akola for getting the supply to the various schemes / Departments / Laboratories / Officers under the administrative control of Dr.PDKV., Akola and situated in the 11 Districts of Vidarbha region in the functional jurisdiction of Dr.PDKV., Akola.
3. In the witness of the below _____ for and on behalf of M/s. _____ for and _____ The office of _____ Dr.PDKV, Akola on behalf of Dr.PDKV, Akola and have met their hands hereto the day month and year first above written.

(For Supplier)

Signed and sealed and delivered in the presence of witness

1.

2.

(For Purchasing Authority)

Signed and sealed and delivered in the presence of witness

1.

2.