

INSTRUCTIONS TO BIDDERS - e Tendering

INSTRUCTIONSTO BIDDERS

GENERAL INSTRUCTIONS–e tendering

To view-Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra:<https://adf.maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1000/-(inclusive of all taxes) per bid per tender to online service provider of e-Tendering system ETMS at the time of entering online Bid Submission stage of the tender schedule. (Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit for Bidder** section of <https://adf.maharashtra.etenders.in>)

Bidders Tool Kit link (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation, bid submission.

PURCHASE AND DOWNLOADING OF TENDER FORM:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://adf.maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of Dr. PDKV, Akola e-Tendering website of Government of Maharashtra, <https://adf.maharashtra.etenders.in>

Tender forms will not be sold / issued manually

Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs.1000/- (INR One Thousand Only) is paid

Important Instructions to the bidders submitting offer Against Tender Enquiry Published by Dr. PDKV, Akola

General Instructions for submission of Tender and its accompaniments: -

1.The offer should be submitted online in the prescribed form as per TWO ENVELOPE SYSTEM ONLY. Both the Bids (Technical as well as Commercial) shall have to be submitted online only. Bids not submitted online will not be entertained.

2.A Checklist is given at the end of the Tender Form. Please note that submission of all the documents mentioned in the check list is mandatory. Documents with incomplete/wrong information will lead to rejection of tender offer. Purchaser's decision will be final in this regard.

3.WARRANTY SHOULD BE FOR A MINIMUM ONE YEAR OR PERIOD PRESCRIBED IN THE TENDER FORM for machines/ items as well as for its accessories.

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4.The offer should be firm, inclusive of all taxes till the period of delivery. Escalation in prices will not be allowed. Reduction in Taxes / levies by Govt. during the period, the benefit should be passed on to consignees.

5.Details of specifications, relevant leaflets, highlighting technical features shall be quoted. However, purchaser may ask for any further technical clarification.

6.Make and name along with recent address of the manufacturer must be given. ISI marked equipment if available shall be quoted.

7.Free training for operation and preventive & breakdown maintenance of the equipment is to be arranged by the supplier / manufacturer immediately after delivery to staff members from each of the consignee.

8.Maintenance Manual and operation manual should be supplied along with the equipment free of cost.

9.ENVELOPE NO. 1 (TECHNICAL OFFER) will be opened on the date specified in Tender Notice.

10.The supplier/their authorized representative can attend the tender opening.

11.The offers will be first evaluated for completeness with respect to documents to be submitted with the offer. Those offers which have all the supporting documents as per requirements in the tender enquiry will be evaluated on technical grounds. A demonstration of the make and model no of the being quoted may be arranged at bidders cost if the technical scrutiny committee recommends. Commercial bids of technically valid offers will be opened and lowest offer will be recommended for award of contract. Award of contract will be as per prescribed Government procedure.

12.The offers of the Bidders qualifying technically are only eligible for opening of envelope no.2. Commercial bid (Envelope No.2) will be opened in the presence of bidder or their authorized representative present at a date which will be notified later. This bid opening date will be displayed on website.

13.Tender for each item is to be submitted separately. Rates MUST be quoted in Indian currency (Rupee) only, as the comparison will be done on the basis of INR prices only.No assumptions are to be made regarding concession certificates like customs duty exemption etc. All inclusive prices in INR must be written on priced tender form in envelope 2. However, to pass on the benefit of concession in customs duty to educational institutes, the purchaser may, at his discretion, issue the PO in foreign currency to the lowest eligible bidder whose bid is technically valid and has been found lowest in INR prices.

14.Bidder quoting the lowest offer will be informed about the intention of award of contract (Acceptance of Tender) by sending an Advance letter of Acceptance (A/L). On acceptance of Terms and conditions of A/L and submission of security deposit, Purchase Order (Acceptance of Tender) will be released. Security deposit will be 3% of the value of goods ordered and will be retained by the purchaser till 12 months (If delivery period is 8 weeks) from the date of installation or 15 months (If delivery period is 10/12 weeks) from the date of award. In case there is delay in supply and purchaser has extended the delivery period, the retention period of security deposit will have to be extended accordingly. Security deposit will be released after expiry of warranty period subject to clearance from the consignee institute.

15.Before accepting the Purchase order, the bidder should ensure the purchaser in writing that the execution of purchase orders will be carried out in time.

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16. In his/ her acceptance letter of the specified tender only, the bidder shall give,
-The delivery schedule,
-Dates of installation and training.

So that the institute can plan accordingly. Any change in the scheduled dates will be communicated at least 20 days in advance to the consignee in writing. Purchase order will not be issued to the bidder without the security deposit and the acceptance letter containing the above schedule.

17. Unless specified otherwise in tender form or in any tender document supplied by this office, normally delivery is to be effected within 8 weeks from the date of final order. If the quoted delivery period is more than period prescribed it must be justified with specific reasons. Purchaser's decision will be final in deciding the delivery period. Stores should be delivered to the consignee on working days during office hours only. Free rigorous working trial with derived results should be given at consignee's place immediately after delivery.

Stores will not be accepted by the consignee after the due date of delivery without written sanction of the purchasing authority. The bidder must request to the purchase authority in advance for grant of delay in supply of stores mentioning the reasons for delay. Purchaser's decision will be final in deciding grant of delay in supply of stores. **Non supply of stores in the granted delivery schedule will automatically lead to declaration of bidder as defaulter and the bidder will not be allowed to participate in any further bidding process of the University Dr. PDKV, Akola**

The bidder shall submit the Tender and documents in TWO separate sealed Envelopes as follows: -

(A) Envelope No.1: Technical Bid

PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

- (A) Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment gateway.
- (B) For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies), with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.
- (C) Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

*** Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised**

to make sure that NEFT/RTGS payment activity should be completed well before time.

*** NEFT/RTGS option will be depend on the amount of EMD.**

*** Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.**

Preparation of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of ADF. The templates may be either form based, extensible tables and / or uploadable

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documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

E) Envelope No.1: Technical Bid

Technical Envelope shall contain following documents (in the form of PDF files / Scanned images). These documents need to be digitally signed by individual contractor's digital signature and uploaded during online bid preparation stage. Original copies shall be kept ready at the time of opening of the tender.

1. Covering Letter for Enclosure:

A covering letter stating the list of enclosures should be attached in the offer along with the checklist. Complete Address, contact details, email address, website address etc must be there on the letter head for easy and fast communication.

2. Payment of the Tender Form :

Tender Forms can be purchased from the e-Tendering Portal of Dr. PDKV, Akola e-Tendering website of Government of Maharashtra, <https://adf.maharashtra.etenders.in> after paying Tender Fees via online mode as per the Tender Schedule.

3. Earnest Money Deposit:

The value of 1% of total value of stores offered as an

- i) Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode.

After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

- (ii) Scan copy of earnest money exemption certificate will be accepted in lieu Earnest Money Deposit from the Registered Contractors

Earnest Money in the form of cheques or any other form except above will not be accepted.

- (iii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

- (iv) In case of Joint Venture, Earnest money Exemption certificate in individual capacity will not be accepted. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. The Security Deposit, additional security deposit etc. in the form of T.D.R. / F.D.R. issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and endorsed, in the name of **Comptroller, Dr. PDKV, Akola** for the period of one year will be considered.

If it is found that the E.M.D. submitted is less than 1% of total value of the stores offered, the offer of the bidder will be rejected.

Earnest Money Deposit is Refundable.

If the bidder is a supplier registered with Central Store Purchase Organisation (CSPO of Govt. of Maharashtra) /DGS&D/ NSIC/DIC , the attested copy letter of registration with CSPO/DGS&D/ NSIC/DIC and attested copy of certificate stating that the firm is exempted from payment of Earnest Money Deposit MUST be attached .

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In case of manufacturers, valid Certificate of registration Maharashtra MUST be attached.

For CSPO/DGS&D/ NSIC/DIC registered manufacturers/Suppliers EMD exemption will be allowed only for the items mentioned in the respective registration certificates.

As such name of the item MUST be highlighted or underlined in the relevant certificate.

EMD Exemptions for firms registered with CSPO/DGS&D/ NSIC/DIC will be as per rules. (Pl refer to Government Gazette Part -II which is published at Government Press, Charni Road, Mumbai). EMD exemptions will be as per CSPO guidelines.

4. Photocopy of Prescribed Tender form downloaded from web site duly signed and stamped on first & last page by the bidder should be submitted. "DO NOT WRITE THE PRICE ON IT".

5. Sales Tax / VAT Registration & Clearance Certificate Self attested copies of VAT registration certificate or TIN allotment and Sales Tax / VAT clearance certificate [STCC or VAT CC] either from State or Central Govt. (as the case may be) showing tax paid up and no dues up to 31stDec2014. Must be attached.

If it is not possible to submit STCC/ VAT Clearance Certificate along with tender, proof of application made for obtaining STCC/VAT CC to be submitted along with tender. But STCC/VAT CC MUST be submitted before opening of commercial bids, otherwise tender will be rejected.

Merely ST/CST/VAT registration certificates or bank challan copies etc are not sufficient and will not be accepted. Respective clearance certificate is necessary. (Forexample, in case of dealers in Maharashtra form no 415 is essential. But prescribed clearance format may vary from state to state.

In any case, certificate from competent tax authorities certifying that no dues are pending against the dealer is a MUST.)

6. Income Tax Returns/ Balance Sheet

Self attested copies of Income Tax Returns of the firm for last two consecutive years or Balance sheets of last two consecutive years duly certified by a chartered accountant required as a proof to establish the financial capacity of the supplier/ manufacturer.(Need not be given if submitted already in the financial year)

7. Authorization Certificate : (Please see FORMAT 1)

Original Authorization letter of the manufacturer who manufactures the item mentioned in the tender document is essential if the bidder himself is not the manufacturer.

1. Authorization letter should be in typed form on the letter head of the manufacturer duly signed by the competent authority of the manufacturing company with his name and company's seal on it.
2. The letter head must contain the manufacturer's office address, factory address, contact numbers, email address and website address (if available) for verifying the details in the letter.
3. Authorization letter should be in original and from manufacturer directly.
4. It should be addressed to the Chairman, Tender Committee, Dr. PDKV, Akola clearly authorizing the bidder to participate in this tender by **quoting tender No and name of the item for the tendered item.**
5. Manufacturer shall assure that he/ she will supply the equipment through the bidder and will attend all service calls during warranty period. He will also give list of authorised service providers in Maharashtra/ India.

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Apart from the authorization letter from the manufacturer, the bidder himself should produce a certificate from competent authorities stating that he is permitted to trade/ supply the items mentioned in the tender form or item of similar kind.

This office reserves the right to ask for any further documentary evidence to establish genuineness of manufacturer, bidder and authorization letter.

8. No Deviation Statement:-(Please see FORMAT 2)

The no deviation statement must have mention of the make & model of the item quoted by the bidder against the tender, specification of the equipment tendered, specification of the equipment offered and deviations in specifications if any.

Bidder must detail the pro forma in format 2 and mere certifying that There is no deviation between tender specifications and specifications quoted by the bidder is not acceptable and such bids are likely to be rejected.

9. Technical Literature/Relevant Leaflet of the equipment:

Self attested relevant leaflet / Technical literature / highlighting products features offered in the Tender must be enclosed in original. The offer shall be considered only if the leaflets/literature is enclosed. All the technical information about the equipment required for checking whether the equipment offered as per Tender Specification or not should be available in the Technical literature enclosed. The literature should be corresponding to the Model and Make offered in the commercial Bid. In case the literature contains description of more than one model, the bidder must tick mark on name of the model and make signature there.

10. Undertaking of delivery (Please see FORMAT 3)

Original Undertaking of delivery within stipulated weeks is to be submitted.

11. Undertaking for giving demonstration (Please see FORMAT 4)

Original Undertaking for giving demonstration of tendered item within short period of notice.

12. Standard Mark Certificates If equipment is I.S.I. marked, valid copy of license issued by B.I.S. should be enclosed otherwise same is to be indicated in offer as "NOT I.S.I. Mark".

13. Declaration by the bidder (Risk purchase clause, Fall Clause, penalty clause): (Please see FORMAT 5)

Copy of Declaration duly signed by bidder regarding acceptance of all tender conditions and also penalty clause, Risk purchase clause, fall clause. These clauses are displayed on website of Govt. Of Maharashtra under Tender Purchase section.

(B) Envelope No.2: (Commercial Bid)

All financial offers must be prepared and submitted online (An online form will be provided, during online bid preparation stage) and signed using individual's digital certificate.

This envelope shall be opened online immediately after opening of Envelope No. 1, only if contents of Envelope No. 1 are found to be acceptable to the Department. In the presence of bidders who remain present at the time of opening of Envelope No. 2.

He should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

1. The rate should be quoted only for the items specified in the list of requirement and should be for items of given specification / Mark / Model / Manufacture and be as follows:-
 - a. Free delivery at Akola destination basis including cost of Training to the staffs of consignee for operation and maintenance of equipment.

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b. Break up of price giving basic price and price of standard Accessories.

c. Percentage of Excise Duty

d. Sales Tax / C.S.T. / VAT

e. The charges for Installation, plumbing foundation, electrification as recommended by manufacturer etc. if any should be mentioned separately by the bidder.

Item Description	Basic Price (In Rs.)	Excise Duty (In %)	Excise Duty (In Rs.)	Sales Tax / VAT (In %)	Sales Tax / VAT (In Rs.)	Packing & Forwarding Charges (In Rs)	Freight Charge (In Rs.)	Insurance Charge (In Rs.)	Installation / Trial Commissioning charges (In Rs.)	Other if any (Please specify)	Other if any (In Rs.)	Total Price (In Rs.) F.O.R. Destination Akola.
Long Text	Currency	Character	Currency	Character	Currency	Currency	Currency	Currency	Currency	Long Text	Currency	Currency

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

C. Online Bid Submission/(Decryption and Re-encryption of Bids)

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

After the time for generation of Super Hash values by the Tender Authority from ADF has lapsed, the Contractors have to make the online payment of Rs. 1,038/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

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D. Opening of Tender: -

The tenders will be opened online as per e-Tendering procedure on the date specified in the tender notice. The supplier/their authorized representative can attend the tender opening.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule.

The financial bids shall not be opened till the completion of evaluation of technical bids. Commercial Bids of only technically qualified Bidders as mentioned above will be opened.

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the ADF e-Tendering Portal immediately after the completion of opening process.

False Clause, Penalty Clause and Risk Purchase Clause

Fall Clause :

It is a condition of the contract that the price at which the Contractor will supply the stores should not exceed the lowest price charged by the Contractor to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices the Contractor shall promptly furnish such information to the Development Commissioner (Inds.) and the concerned Purchasing Officer to enable him to amend the contract rates for subsequent supplies.

Penalty Clause :

Failure and termination of contract:-should you fail to deliver the stores or any part thereof within the period prescribed for delivery the purchasing Officer, shall be entitled in his opinion to take any one or more of the following steps:-

to recover from you as liquidated damages a sum equivalent to ½ per cent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such store may be delayed subject to a maximum limit in the case of an order not exceeding rupees one lakh in value of 10 per cent & in the case of an order exceeding Rs. 1 lakh in value of 5 per cent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the consignee from the bill of the firm.

Risk Purchase Clause:

1.1 If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the purchasing officer is entitled to cancel the contract and to repurchase the stores of the same specifications to the extent of the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the purchasing officer may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement, is made, in case of default to deliver the

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stores within the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract of such period. In case any amount is outstanding to be paid to the defaulting contractor such amount should be withheld in the interest of Government.

1.2 Procedure to effect risk purchase – As soon as a contract is cancelled steps should be taken to effect repurchase of the stores still needed by floating Tender Enquiry.

- i)** The date of delivery, supplies made, supplies expected within the delivery period, and the prospects of the contractor executing the contract should be taken into account.
- ii)** Where security deposit is called for by a specified date, default in furnishing the same by the target date is in itself a breach of the contract and which entitles the purchaser to cancel the contract at risk and costs of the contractor.
- iii)** Risk purchase contract should be on the same terms (except delivery date and price) of the original contract.
- iv)** The terms of the new contract should not be more onerous or more liberal than those of the original contract except delivery period.
- v)** In case the material on Risk Purchase Enquiry is available at a lesser rate than the value of original item, in such cases 10 percent of the original value of item should be recovered from the defaulting contractor.

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(To be printed on the letter head of the firm)
FORMAT 1

No.
Date:-

AUTHARISATIONLETTER

To,
Chairman,
Tender Committee,
Dr, PDKV, Akola,
Maharashtra.

Sub:Authorization for submission of Tender for__ - ____ -
Ref:Your Tender No. _____Due on _____

Dear Sir,

With reference to above, this is to inform you that. We, _____ are an established manufacturer of _____, having factory at _____ since 19___/ 20___.

We do hereby authorize M/S _____ to quote and negotiate for item/s mentioned in tender enquiry number _____Due on _____.

We further undertake that the products supplied by M/S _____ will be fully supported by us during and after the warranty period and all service calls will be attended by us / our authorized service provider promptly.

The list of Authorized service providers in India/ Maharashtra is attached herewith.

Thanking you.
For _____

Authorized Signatory

Date Name-
Place -
Designation -

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**(To be printed on the letter head of the firm)
FORMAT2**

No.
Date:-

No Deviation Statement

**To,
Chairman,
Tender Committee,
Dr, PDKV, Akola,
Maharashtra.**

Dear Sir,

We submit herewith a no deviation statement giving comparison of our technical offer and the specifications of the items mentioned in the tender no. _____ Due on _____

Name of Manufacturer:-Make & Model quoted :-

Specification of equipment stated in Tender Enquiry step by step	Specification of equipment offered by Bidder step by step	Whether there is any deviation from the tender specification Yes / No	If yes, indicate clearly the deviations and your justification for deviation
1	2	3	4

Signature of Bidder with Seal

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FORMAT 3

No.
Date:-

UNDERTAKING FOR DELIVERY

We _____, the manufacturers of _____ (name of item) do undertake to deliver the material mentioned in the tender No _____ Due on _____ within the stipulated delivery period mentioned in the tender form.

For and on behalf of _____

Seal of the manufacturer/ Supplier

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**(To be printed on the letter head of the Manufacturer)
FORMAT 4**

No.
Date:-

UNDERTAKING FOR DEMONSTRATION

We _____, the manufacturers of _____ (name of item) do undertake to demonstrate the material mentioned in the tender No _____ Due on _____, as and when asked by the purchasing authority.

For and on behalf of _____

Seal of the manufacturer / supplier

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**(To be printed on the letter head of the firm)
FORMAT 5**

No.
Date:-

DECLARATION

**To,
Chairman,
Tender Committee,
Dr, PDKV, Akola,
Maharashtra.**

I, the undersigned for and behalf of M/S _____ hereby accept and agree with the Fall clause, penalty clause and Risk purchase clause for the tender No _____ Due on _____ as published in the Manual of the office procedure for purchase of stores by the Government departments of the Government of Maharashtra.

For and on behalf of _____

Seal of the Bidder

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Check List of documents to be Uploaded along with e tender

The following documents should be uploaded by the bidders in the form of PDF Files / Scanned images in the same order as mentioned below, on the e-Tendering website during Online Bid Preparation stage.

Sr.No.	Item
1	Covering Letter for tender on the company letter head mentioning official address, Contact No, eMail address and website (if available) address
2	EMD Exemption certificate ESSENTIAL
3	Sales tax / VAT registration certificate. ESSENTIAL
4	ST/ VAT Clearance Certificate (e.g. Form 415 in case of Bidders from Maharashtra) or copy of application submitted to concerned authority for issuing tax clearance certificate (e.g. Form 414 in case of Bidders from Maharashtra) ESSENTIAL
5	Income Tax returns or Balance Sheets for last two financial Years (not necessary if already submitted in the financial year)
6	Authorization certificate from manufacturer.(FORMAT 1)ESSENTIAL
7	No deviation certificate in prescribed pro-forma only. (FORMAT 2)ESSENTIAL
9	Technical literature / leaflet ESSENTIAL
10	List of users with complete address, name of contact persons, contact numbers and email address for the make and model number of item mentioned in the tender form (FORMAT 3)
11	Performance report / certificates of supplier in last two financial years. (not necessary if already submitted in the financial year)
12	Undertaking of delivery from manufacturer within prescribed period (FORMAT 3) ESSENTIAL
13	ISI mark certificate if asked for
14	Undertaking for demonstration from manufacturer (FORMAT 4) ESSENTIAL
15	Undertaking by bidder about risk purchase, fall clause, penalty clause (FORMAT 5) ESSENTIAL

Note: If, during online bid preparation, any need arises to upload additional documents, apart from the above mentioned documents, an option to upload additional documents has been provided in the e-Tendering software which will be available to bidders during online bid preparation stage.

The bidder must also submit ORIGINAL Authorization certificate from manufacturer to this office on or before the last date of tender submission, without which the tender will not be accepted.

If the bidder himself is the manufacturer of the item, he will produce self attested copy of necessary permission letter from competent authority showing that they are the manufacturers of the said item to this office on or before the last date of tender submission, without which the tender will not be accepted.

Terms and Conditions For Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of ADF Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through ADF Maharashtra website i.e.

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<http://adf.maharashtra.etenders.in>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User

and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
 - b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
 - c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
 - d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.
- General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and

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Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund** **For**
ChargeBack Transaction: In the event there is any claim for / of chargeback by the User for any reason whatsoever, such Users shall immediately approach Merchant with his / her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund / chargeback shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**ChargeBack**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debitsto Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent / duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card / Bank details by a fraudulent individual / party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down / Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slowdown' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his / her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that the / she does not make the payment twice and immediately thereafter contact Merchant via email or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Providers shall be held responsible for such fraudulent / duplicate transactions and hence no claim should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that the / she shall be solely responsible for his / her conduct and that Merchant reserves the right to terminate the right to use of the Service immediately without giving any prior

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noticethereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damages suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or
 - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The Users shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of , or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions:

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that this / her personal data including without limitation details relating to debit card / credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and / or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by / through it will not result in the theft and / or unauthorized use of data over the Internet.

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3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/her own User ID and Password in order to register and/or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit / Credit Card, Bank Account Details

1. The User agrees that the debit / credit card details provided by him / her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit / credit card, that is not lawfully owned by him / her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit / credit card details.
2. The User may make his / her payment (Tender Fee / Earnest Money deposit) to Merchant by using a debit / credit card or through an online banking account. The User warrants, agrees and confirms that when he / she initiates a payment transaction and / or issues an online payment instruction and provides his / her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card / bank account details provided by him / her are accurate;
 - iii. The User is authorizing debit of the nominated card / bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card / bank

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nkaccountatthetimeofmakingthepaymenttopermitthepaymentoftheduespayableo
rthebill(s)selectedbytheUserinclusiveoftheapplicableFee.

Personal Information

3. The User agrees that, to the extent required or permitted by law, Merchant and/or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
4. The User agrees that any communications sent by the User via e-mail, shall imply release of information therein / therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/her.
5. In addition to the information already in the possession of Merchant and/or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
6. The User acknowledges and agrees that this/her information will be managed in accordance with the laws for the time in force.
Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees / Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting / agreeing to these Terms and Conditions, the User expressly agrees that this/her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Steps to be followed by Contractors to participate in the e-Tenders processed by ADF

1. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors are advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to ADF at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

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2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by ADF on the home page of ADF e-Tendering Portal on <https://adf.maharashtra.etenders.in> under the section Recent Online Tender.

3.Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS , NEFT or payment gateway .

For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies). with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

*** Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.**

*** NEFT/RTGS option will be depend on the amount of EMD.**

*** Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.**

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of ADF. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

The Contractors upload a single document or a compressed file containing multiple documents against each unuploadable option.

The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.

The bid hash values are digitally signed using valid **Class – II or Class – III** Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

After the hash value of bid data is generated, the Contractors cannot make any change / addition

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in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5.Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from ADF shall generate and digitally sign the Super Hash values (Seals).

6.Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from ADF has lapsed, the Contractors have to make the online payment of Rs. 1,038/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7.Shortlisting of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

8. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the ADF e-Tendering Portal immediately after the completion of opening process.

9. Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

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