

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 bidders will have to make online payment (using credit card/debitcard/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 [//adf.maharashtra.etenders.in](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.
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 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 bids 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.
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**
18. 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 payment 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 non-participation in the aforesaid Tender.

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 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 bidder'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 thereon 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 bidders

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 Organization (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 .

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. (Please 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. The Self attested copies of **GSTIN** must be attached with the document.

6. Income Tax Returns/ Balance Sheet Self attested copies of Income Tax Returns of the firm for last two consecutive years or Balancesheets 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.

a. 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 seal on it.

- b. The letter head must contain the manufacturers office address, factory address, contact numbers, email address and website address (if available) for verifying the details in the letter.
- c. Authorization letter should be in original and from manufacturer directly.
- d. 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.**
- e. 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 authorized service providers in Maharashtra/ India.

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 BIS 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 committee. 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.
- b. Break up of price giving basic price and price of standard Accessories.
- c. Percentage of Excise Duty
- d. The charges for Installation, plumbing foundation, electrification as recommended by manufacturer etc. if any should be mentioned separately by the bidder.

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: 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.

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).

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.

1.2 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 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.