

**ZONAL AGRICULTURE RESEARCH STATION
SINDEWAHI- 441222, DISTT- CHANDRAPUR (M.S.)**



(DR. PANJABRAO DESHMUKH KRISHI VIDYAPEETH, AKOLA)

E-TENDER NOTICE 2020-2021

E- Tender No.: ADR/ZARS/C&B/MGD/1181/2021 Date: 03/03/2021

**Sub.: E-Tender for Purchase of Mobile Grain Dryer for Food Security Army Project
under Chanda te Banda**

(E-Tender should be submitted online)

Last date of online submission Technical Bid & Price Bid **09/03/2021 up to 17.15 Hrs.**

E-Tender to be uploaded at www.mahatenders.gov.in

**ASSOCIATE DIRECTOR OF RESEARCH AND CHAIRMAN PURCHASE OF
MOBILE GRAIN DRYER AT ZONAL AGRICULTUE RESEARCH STATION
SINDEWAHI-441222, DISTT. - CHANDRAPUR (MS)**

(Website: www.pdkv.ac.in)

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DETAILS OF SUPPLY

NAME OF WORK: Supply of Mobile Grain Dryer
Cost of blank tender form: Rs. 2000/-
Earnest Money Deposit : Rs. 10000/- (Ten Thousands Only).

E.M.D. payment through online payment gateway of Nationalized Bank to be deposited at the credit of Dr. PDKV through NARP, Sindewahi (Bank of Maharashtra, Branch-Sindewahi Pin- 441222, Distt.- Chandrapur) Account No. 20234901103 IFSC Code-MHB0000179 hold by Associate Director of Research, ZARS Sindewahi Or valid E.M.D. exemption certificate duly attested shall be uploaded at the time of submission. Total Security Deposit 3 % of E-tender amount through F.D.R. of Nationalized Banks.

TENDER SCHEDULE

S.No.	Particulars	Date & Time
1.	Published date	03/03/2021 at 10.00 hrs.
2.	Bid submission start date	03/03/2021 at 10.00 hrs.
3.	Bid submission closing date (Technical & Price bid)	09/03/2021 up to 17.15 hrs.
4.	Technical bid opening date (If possible)	10/02/2021 at 18.00 hrs

E - TENDER NOTICE

Ref. No.: E- Tender No. ADR/ZARS/C&B/MGD/1181/2021 Date: 03/03/2021

Subject: Purchase of Mobile Grain Dryer.

1. **Eligibility Criteria:** This is time bound activity hence participant must have capacity to **supply the Mobile Grain Dryer** in stipulated period given in the tender or as per order issued from time to time by the **Associate Director of Research and Chairman, purchase of Mobile Grain Dryer, Zonal Agriculture Research Station, Sindewahi-441222, Distt.-Chandrapur** hereafter called as ADR, ZARS Sindewahi-441222.
2. For detailed Tender Notice and Tender Form please visit our website - www.pdkv.ac.in.
3. E-Tender document containing the terms and conditions of supply and detailed specifications can be downloaded from the E-Tendering portal of Govt. of Maharashtra at www.mahatenders.gov.in.
4. The last date of online submission of E-Tender for Technical & Price Bids is **09/03/2021 up to 17.15 Hrs.**
5. For e-Tender submission, the interested parties may upload the tender document complete in all respects on the e-Tendering portal of Govt. of Maharashtra at **www.mahatenders.gov.in**. The filled e-tender be uploaded with the scanned copy of PRN No. received from Bank against online payment of EMD and Tender Fee. The copies of PRN as the case may be, must be submitted in the technical Bid online without which the tender will be taken as incomplete and non-responsive and shall not be considered.
6. Duly filled & signed '**Tender Form**' must be uploaded in the Technical Envelop.
7. Approved test reports of agricultural machines and implements tested by the Government authentic test centers must be uploaded online in Technical bid envelop along with leaflet/brochure/technical literature, if any and hard copy of the same shall be submitted to the undersigned office within time limit.
8. Hardcopy of the Technical bid (Envelop-T1) may also submitted to the undersigned within time limit.
9. The e-tender fee shall be non-refundable. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever. **The Price-Bid will be accepted online only and not in physical form.**
10. **The EMD will be is Rs. 10000/- and tender fee will be Rs. 2000/- (Non- refundable)**
11. The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra and the requirements for submission like registration on the portal, use of digital signature etc. well in advance. The bids need to be signed by digital signature as per the requirements of the e-Tendering portal.
12. The last date of online submission of e-Tender (Technical & Price Bid) is **09/03/2021 up to 17.15 hrs.** Technical Bid of all the E-Tenders received in time will be opened on **10/03/2021 at 18.00 Hrs.** (if possible), in the presence of interested tenders parties.
13. Associate Director of Research and Chairman, purchase of **Mobile Grain Dryer** Zonal Agriculture Research Station, Sindewahi- 441222, reserves the right to accept or reject any or all the tenders/cancel the tenders without assigning any reason thereof.

The Associate Director of Research &
Chairman, Purchase of Mobile Grain
Dryer ZARS, Sindewahi-441222,
Distt.-Chandrapur

TENDER FORM

**FOR PURCHASE OF MOBILE GRAIN DRYER AT ZONAL AGRICULTUE
RESEARCH STATION SINDEWAHI- 441222 DISTT. - CHANDRAPUR (MS)
(DR. PANJABRAO DESHMUKH KRISHI VIDYAPEETH, AKOLA)**

To,

Associate Director of Research, & Chairman,
Purchase of Mobile Grain Dryer,
Zonal Agriculture Research Station, Sindewahi-441222,
Distt. - Chandrapur,

Respected Sir,

1. In response to the tender notice for the supply of **Mobile Grain Dryer** published on website www.pdkv.ac.in and www.mahatenders.gov.in on dated 03/03/2021 for inviting E-tender for supply of **Mobile Grain Dryer** on behalf of Associate Director of Research, ZARS, Sindewahi. I/We submit herewith the E-tender for the said event purchase of **Mobile Grain Dryer**.
2. I/We have thoroughly examined and understood the general and specified terms and conditions of the E-tender and I/We agree to abide by them and in testimony I had signed the declaration, affidavit and undertaking. I/We hereby submit that, I/We are capacious to supply of **Mobile Grain Dryer** as per your terms and conditions.
3. I/We agreed to supply of **Mobile Grain Dryer** and accordingly have quoted the rates inclusive of all taxes, service tax, TDS, freight, GST etc. TDS will be deducted by the university at the time of final payment to the E-tenderer whose E-tender will be accepted.
4. I/We accept that the rates E-tendered shall remain valid for a period of one year from the award of tender.
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 **Associate Director of Research ZARS, Sindewahi and Chairman, purchase of Mobile Grain Dryer, Zonal Agriculture Research Station, Sindewahi-441222, Distt.-Chandrapur**. The decision of the chairman of committee will be final and shall be binding on me/us.
7. I/We agree to supply of **Mobile Grain Dryer** as per the specifications of the final orders for the period specified in special conditions of the concerned activity.
8. As per the terms and conditions of E-tender, minimum amount of Rs 10000/- is paid online through Nationalized Bank as Earnest Money Deposit (EMD) by me/us and the EMD receipt for online payment is enclosed. I/we also agree to deposit 3 % of the E-tendered amount as Security Deposit, if the E-tender is accepted for execution of supply of **Mobile Grain Dryer**.
9. As per the terms and conditions of E-tender, we are submitting our offer in two envelopes. The documents are enclosed in Envelop No. 1 (Technical envelope) along with copy of PRN number of EMD and tender fee or EMD exemption certificate. The Envelope No.-2, (Commercial envelope) contains rates quoted by me/us.
10. I/We also agree that Chairman of committee has full rights to open/consider the commercial envelope only, if chairman is satisfied with contents in Technical envelope. The decision of the

chairman regarding this will be final and binding on me/us.

11. I/We agree to supply of **Mobile Grain Dryer** to concerned locations on specified in the terms and conditions (6.1 & 16.1).
12. I/We hereby declare that the entries made in this tender form are binding for me/us. To facilitate checking and as a step for ensuring that all documents are enclosed. I have numbered all documents and attested copies. As provided in this tender I have filled relevant entries in the checklist provided along-with this form & same is enclosed in Technical envelope.
13. Committee will open both the envelopes simultaneously but if the documents (Envelop-T1) and EMD are not as per the terms and conditions then offer will not be considered.
14. I/we hereby declare that the entries made in the E-tender form is true to the best of my knowledge.
15. I/W e shall be bound by the Act to my/our authorized representative duly constituted Attorney Shri.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 the change will be given to the Chairman, Purchase of **Mobile Grain Dryer**, Zonal Agriculture Research Station, Sindewahi-441222 Distt.-Chandrapur.

The following documents duly filled in and signed, are enclosed along-with the tender.

Enclosures:

- 2) Envelop No. 1 (Tender form duly filled, Along with all necessary documents, Checklist of documents, scanned copy of PRN No. and declaration etc.)

Envelope No 1 (Technical Bid/ T1) should contain:

- A. E-tender Form
- B. Authorization Letter: (Please see FORMAT-I)
- C. No Deviation Statement:-(Please see FORMAT-II)
- D. Declaration by the bidder: (Please see FORMAT-III)
- E. Undertaking of delivery (Please see FORMAT-IV)
- F. Undertaking of demonstration (Please see FORMAT-V)
- G. Affidavit (Please see FORMAT-VI)
- H. Check list of documents (APPENDIX-I)
- I. Scanned copies of the following documents/ Certificates
 - i. Receipt of online payment of E.M.D Rs. 10000/- In case of EMD exemption relevant certificate be enclosed.
 - ii. Sale Tax (VAT No.) Registration certificate/Sale Tax Return certificate/TIN No./GST Registration Certificate
 - iii. Certificate of Shop Act License for Sale.
 - iv. Certificate of Sole Manufactures/ Authorized dealers of manufacturers/ authorized supplier/dealers of overseas.
 - v. Certificate of ISO manufacturing Company issued by the competent authority along with list machinery and implements bearing ISI mark with brand name and name of the manufacturer
 - vi. PAN Card in favour of the firm/proprietor/partner.
 - vii. Income Tax Return for last 3 Financial Years

Envelope No 2 (Commercial Bid / C1):

This online tender should contain only the main E-tender document mentioning the cost of offer

(Item wise Total both in figure & words) of this E-tender as prescribed format (BOQ)
(ANNEXURE-I)

Note : Both Envelopes should be online subscribing **E-tender for “Supply of Mobile Grain Dryer”**

The above documents are enclosed along with this E-tender duly filled in and signed.

Place _____

Date _____

Yours faithfully,
Name and Signature of the
Tenderer /Bidder

Phone No. _____
Mob. _____

SECTION - I (PART-A)

INSTRUCTIONS TO E-TENDERERS, TERMS AND CONDITIONS OF E-TENDER:

INVITATION OF OFFER:

- 1.1 Sealed e-tenders (in Two Bid System) are invited for the supply of **Mobile Grain Dryer** with as stated in e-tender notice of E- Tender No. **ADR/ZARS/C&B/MGD/1181/2021** **Date: 03/03/2021**

ELIGIBILITY CRITERIA:

This is time bound activity hence participant must have capacity to supply of Mobile Grain Dryer in stipulated period given in the tender or as per order issued from time to time by ADR & Chairman Purchase of **Mobile Grain Dryer**, ZARS, Sindewahi-441222, Distt.- Chandrapur.

- 2.1 E-Tender complete in all respects should be submitted in Two Bid System online at the e- Tendering portal of Govt. of Maharashtra at **www.mahatenders.gov.in**. If possible, the e-tenders would be opened **on 10/03/2021 at 18.00 hrs.** (Technical Bid) in the presence of e-tenderers/e- tenderer's representative present at the time of opening.
- 2.2 Technical Envelope containing all the necessary documents in the form of PDF files / Scanned images. These documents need to be digitally signed by authorized digital signature and uploaded during online bid preparation stage. Original copies shall be kept ready at the time of opening of the tender.

TWO BID SYSTEM:

- 2.1 During online submission of e-Tender, the copies of all e-tender documents as detailed below along with the scanned copy/copies of PRN Number received from bank against the online payment of e-tender fee and EMD must be uploaded. The copy of the PRN slip towards EMD must be submitted in the technical bid online and not in physical form. The technical-bid should be digitally signed by the e-tenderer; else it may be liable for rejection. In case of physical submission, only Technical Bid has to be submitted and **Price- Bid has to be submitted online and not in physical form.**

2.2 Technical Bid for online submission

The following documents should be uploaded in the Technical Bid

- a. The scanned copy of PRN Number received from bank against the online payment of E- Tender fee (Non-refundable) and EMD must be uploaded during online submission.
- b. Acceptance of Terms and conditions of the e-Tender form (Technical Bid) Section-II (Part-A) Technical Details Section-I (Part-B) along with relevant documents digitally signed for online submission and duly signed for physical submission.
- c. The scanned copies of GST certificate, PAN and IT returns of firms. (last three years).
- d. Other documents in support of claims as mentioned in Section-I and Section-II by the tenders.
- e. Certified copy of Partnership Deed.
- f. Certified copy of power of Attorney.
- g. PAN card of all partners.

The above documents must be uploaded online and enclose during physical submission else the Tender may be liable for rejection.

Envelope No 1 (Technical Bid/ T1) should contain:

- A. E-tender Form
- B. Authorization Letter: (Please see FORMAT-I)
- C. No Deviation Statement:-(Please see FORMAT-II)
- D. Declaration by the bidder: (Please see FORMAT-III)

- E. Undertaking of delivery (Please see FORMAT-IV)
- F. Undertaking of demonstration (Please see FORMAT-V)
- G. Affidavit (Please see FORMAT-VI)
- H. Check list of documents (APPENDIX-I)
- I. Scanned copies of the following documents/ Certificates
 - i. Receipt of online payment of E.M.D Rs 10000/- In case of EMD exemption relevant certificate be enclosed.
 - ii. Sale Tax (VAT No.) Registration certificate/Sale Tax Return certificate/TIN No./GST Registration certificate.
 - iii. Certificate of Shop Act License for Sale.
 - iv. Certificate of Sole Manufactures/ Authorized dealers of manufacturers/ authorized supplier/dealers of overseas.
 - v. Certificate of ISO manufacturing Company issued by the competent authority along with list of machinery and implements bearing ISI mark with brand name and name of the manufacturer
 - vi. PAN Card in favour of the firm/proprietor/partner.
 - vii. Income Tax Return for last 3 Financial Years

2.3 PRICE BID FOR ONLINE SUBMISSION ONLY:

The Price-Bid has to be submitted online only and not in physical form. This bid should be digitally signed along with all the details filled in else the tender is liable for rejection.

2.4 Tenderers must affix seal and put address on Technical Bid Envelope.

3.5 If relevant papers / documents are not found in Technical Bid envelop or even if price bid is found in Technical Bid, then also the tender will be considered as non eligible and will stand rejected.

REJECTION OF E-TENDER:

4.1 Any party not fulfilling the conditions of Technical Bid shall be out rightly rejected.

4.2 Offers with alternatives to the specification given in the tender will be out rightly rejected.

4.3 Conditional tender shall not be considered. Printed terms and conditions of the tenderer shall not be considered as forming part of their tenders. In case any terms and conditions of the Contract applicable to this invitation to tender are not acceptable to tenderers, they should clearly specify deviation in their tender. ADR, ZARS, Sindewahi reserves the right to accept or reject them. ADR, ZARS, Sindewahi shall not be bound to give reasons for the refusal to consider the tender with deviations.

4.4 The Tender analysis will be done and technically and commercially eligible parties as decided by the competent Authority of Dr. PDKV will only be considered eligible. The process of competitive bidding involves the right to implement suitable evaluation process as considered best in the interest of Dr. PDKV.

4.5 Price Bid of eligible parties will only be opened.

4.6 No erasure or alteration is permitted in the documents submitted by e-Tender Parties (either in Technical or Price Bid), any such erasure or alteration if done, should be countersigned, failing which tender is liable for rejection.

OPENING OF PRICE BID:

5.1 The Price Bid of all eligible parties will be opened online as stated in tender (if possible), if not possible it will be opened on suitable date which will be informed to the tenderer participated or will be displayed on our website.

RATE OFFER:

6.1 The rates offered should be for items specified in tender along with the terms and conditions given

and should be: -

- a) Free door delivery (FOR) **and free unloading** at the office of The Associate Director of Research, Zonal Agriculture Research Station, Sindewahi- 441222, Distt.-Chandrapur (MS) under the jurisdiction of Dr. PDKV Akola including all charges/Taxes etc.
- b) Inclusive of all Taxes (including turnover tax), Duties (Excise, Special Excise, Service Taxes, Cess), Packing and forwarding charges, Demurrage charges, GST etc.
- c) Any hidden charges will not be acceptable other than the offer rates.
- d) Assembly of each machine/implement with demonstration with OR without crop (based on the availability of crop) shall be provided immediately after the delivery of the machine/implement with own expenditure.
- e) Damage of any machine/implement or any part of the machine during the transport will not be accepted.
- f) Special tools, if required for adjustments/setting and servicing of the machine shall be provided with the machine.
- g) Test reports issued by Government authentic testing centers shall be provided along with brochure, technical manual, service manual, operation manual etc. with each machine/implement with free of cost.
- h) Necessary accessory of each machine/implement shall be provided.
- i) 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.

PRICE NEGOTIATION:

- 7.1 All the rights for price negotiation is reserved by The ADR, ZARS, Sindewahi- 441222, Distt.-Chandrapur. Committee is free to decide the course and method to be adopted for the negotiation purpose.

RETENDER:

- 8.1 The Item shall be re-tendered under the situation that during evaluation of tender (Technical Bid) the No. of eligible tender parties found are less than two. However, if Competent Authority thinks that the item required urgently, one eligible tender can be considered.
- 8.2 Extension of time and date for acceptance of Tender shall be considered, keeping in view the No. of tenders received up to due date and time.
- 8.3 The item shall be re-tendered when the lowest rates received in the tender are not acceptable to Tender committee, The ADR & Chairman, purchase of **Mobile Grain Dryer**, ZARS, Sindewahi-441222, Distt.-Chandrapur.

CLARIFICATION REQUIRED BY e-TENDERER:

- 9.1 Any clarifications required in connection with the tender, may be obtained from the office of **THE ADR, AND CHAIRMAN, PURCHASE OF MOBILE GRAIN DRYER, ZARS, SINDEWAHI-441222, DISTT.- CHNADRAPUR**, before submission of their offer.

EARNEST MONEY DEPOSITE:

- 10.1 Earnest money deposit as stated in tender notice should be paid online during uploading the e-tenders on the e-tendering portal of Govt. of Maharashtra www.mahatenders.gov.in . The scanned copies of PRN number received from bank against the online payment of EMD must be uploaded during online.
- 10.2 No Interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- 10.3 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 by the

online system.

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

10.5 Income Tax Returns/ Balance Sheet: Self-attested copies of Income Tax Returns of the firm for last three 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/ contractor. (Need not be given if submitted already in the financial year)

FORFEITURE OF EMD:

11.1 In the event of a tenderer, whose tender is received within the closing date and time of the tender as specified, withdrawing his tender before the receipt of final decision or in the event of tenderer whose tender has been accepted, failing to execute an agreement within 7 days from the date of giving the offer and/or failing to deposit Security amount within 10 days from the date of executing an Agreement, the Earnest Money deposited by such tenderer shall be forfeited without any intimation and in the later case the tender also shall be cancelled and order will be placed with other party/parties either from tender process or from open market and any excess expenditure incurred by The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.- Chandrapur shall be recovered from the defaulting party.

11.2 When the party has declared in Technical Bid that his offer is as per the tender specifications but eventually differ in specifications given in Price-Bid his offer shall stand invalid and the EMD will be forfeited.

AWARD OF TENDER, EXECUTION OF AGREEMENT:

12.1 The successful parties shall be awarded the tender considering their capacity and if feel necessary based on the report of the technical committee. Decision for the quantity to be ordered to the successful tenderer and splitting the order quantity is reserved by The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.-Chandrapur.

12.2 A written offer will be issued to successful tenderers for executing the Agreement within five days from the date of issue of letter on an appropriate non judicial stamp paper. The cost of the stamp paper will have to be borne by the tenderer based on the value of the overall tender cost/price.

12.3 Detail orders will be issued to the party after agreement made on stamp paper. The order will include Rate as per the items specified in the tender notice, terms and conditions, which would be the inherent part of this tender process.

REQUIREMENT, SPECIFICATION AND DELIVERY SCHEDULE WITH SPECIAL TERMS AND CONDITIONS OF CONTRACT IF ANY:

13.1 Requirement and specifications given in Annexure-I, whereas tentative delivery schedule with special terms and conditions are given in 16.1.

13.2 It should be noted that tender quantity can decrease/increase to any extent depending upon the requirement.

RIGHT FOR ACCEPTANCE OR REJECTION OR SPLITTING OF TENDER

14.1 The ADR & Chairman purchase of **Mobile Grain Dryer** ZARS, Sindewahi- 441222, Distt.- Chandrapur reserves the right to accept or reject any or all the tenders/Cancel any Item of the tender and split the order for any quantity to more than one party at the tender lowest rate without assigning any reason thereof.

SECTION - I (PART - B)

GENERAL TERMS AND CONDITIONS OF CONTRACT VALIDITY PERIOD OF THE AGREEMENT: (RATE VALIDITY)

15.1 The validity period of the agreement (Rate) will be for a period of one year from the date of signing the agreement by the contracted party. During this validity period, The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.-Chandrapur considering the exigencies may place the additional orders with the parties for supply of **Mobile Grain Dryer**, over and above the agreement quantity, to any extent at the agreed and approved rates. Thus, rates will be valid up to **one year** from the date of signing of the agreement by contracted party.

DELIVERY DESTINATION AND SUBMISSION OF BILL:

- 16.1 The successful contracted party shall arrange to supply with all necessary materials to the office of The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.-Chandrapur (MS) door delivery with free unloading, (within 7-30 days depending upon the nature of machine/implement from the date of agreement and assembly and demonstration of each machine and implements immediately after delivery) time schedule and partial modifications made if any and mentioned in the orders placed time to time, during the contracted period.
- 16.2 GST should be mentioned separately in the final credit bill as per GST standard bill proforma provided by the Government.
- 16.3 The bills should be submitted with due acknowledgement of our receiving unit along with official stamp and date of receipt of item supplied/work at receiving unit. Receipt should be submitted in the specimen given in the order by **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur**. Collection of acknowledgement will be the responsibility of supplier.
- 16.4 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 the 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 specifications and performance or non-observance or non-acceptance of these terms and conditions by the tenderers 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.

QUALITY OF MATERIAL, GUARANTY AND USE OF MATERIAL PRIOR TO RECEIPT OF INSPECTION / TESTING REPORT OF THE CONSIGNMENT:

- 17.1 The supplies must confirm to the specifications given by The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.-Chandrapur failing which The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.-Chandrapur will not accept material. If the material is accepted and there after observed deviation/unfit for use after testing reports are received, the material will be declared as 'Rejected Material' and delivery will be cancelled.
- 17.2 The supplier is bound to give the free service/maintenance as per company norms with respective machine/implement.
- 17.3 The supplier should be responsible for one year free service/ maintenance of agricultural machinery

and implements and no extra charges as per company norms will be provided for the servicing of agricultural machinery and implements during the guaranty/warranty period.

- 17.2 Rejected material will be returned to the party after cancellation. Party will have to pay the expenditure incurred for cancellation of material, before taking delivery. The party must lift the material within 10 days of intimation failing which storage charges decided by **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur** will have to be paid by the party before taking delivery of the rejected material. Three Show- Cause Notices at 10 days intervals will be issued to the party by Registered AD. If party does not lift the material it will be disposed off after third notice and cost of material paid and disposal charges if any will be recoverable from the supplier.
- 17.3 The **ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur** presumes that the materials dispatched are exactly as per contracted specifications, therefore, may utilize the material even before the receipt of the inspection report of the said consignment. If the material is found having inferior in quality later, deductions from payment shall be made on pro-rata basis for the used quantity plus penalty if proposed by Competent Authority.

SECURITY DEPOSIT:

- 18.1 The successful tenderer will have to remit **Security Deposit @ 3 %** of the value of agreement or as per order quantity worked out at the approved rates in the form of Demand Draft (of Nationalized/ Scheduled Bank only), drawn in favour of **The ADR, ZARS Sindewahi- 441222, Distt.-Chandrapur**.
- 18.2 The Successful tenderer will have to remit Security Deposit within 10 days from the date of Agreement, failure of which EMD will be forfeited and contract will be treated as cancelled and order will be placed with other party/parties either from tender or from open market and any excess expenditure incurred by **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur** shall be recovered from the defaulting party.
- 18.3 The Security money would be retained up to the validity period of the Agreement / till confirmation and observance of terms and conditions of tender and will be refunded thereafter without any interest on the Security Deposit after completion of procedure, If the job is completed by the party satisfactorily. Most probably security deposit will be released at the time of final payment only. No interest is payable on S.D. till it is released.

Payment:

- 19.1 Interest will not be given on the retention money.
- 19.2 It will be the responsibility of supplier to bring the acknowledgement of material supplied from the receiving destination complete in all respect without which payment will not be released.
- 19.3 Final payment of items will be made only after complete supply as per the supply order at the office of **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur** Payment will be made by cheque. Payment will be released from the office of **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur** after satisfactory supply as per the specifications.

Failure in work order/agreement quantity and forfeiture of Security Deposit:

- 20.1 The contracted firm should supply the material as per delivery schedule given in the orders placed from time to time during contracted period, which presume to be the part of the agreement carried due to this tender process. The committee will have rights to forfeit the Security Deposit in the event of failure of part or complete work and order will be placed with other party/parties either from tender or from open market and contracted party will have binding to pay the differences

towards the additional expenditure incurred for effecting such purchases from other parties.

Acceptance of Delayed Supplies:

- 21.1 **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.- Chandrapur** reserves the right for acceptance of the delayed supply by imposing penalty and the Grace period for acceptance of delayed supply with penalty will be maximum 15 days from the last date of supply order or as per decided by E-tender Committee. There after party will be considered as failure.
- 21.2 For granting grace period for acceptance of delayed work with penalty, parties should request in writing for the same minimum 7 days in advance from the last date of supply putting the reasons, failure of which their request to consider delayed supply with penalty may not be put for consideration.

RIGHT TO CHANGE/MODIFY THE ORDER TERMS/CONDITIONS ETC.:

- 22.1 The entire contents of the tender documents shall form part of the Agreement unless changed or modified by part or whole separately. No additional terms and conditions raised / claimed by the contracted firm will be entertained other than reflected in prescribed tender form issued and entertained under this agreement.
- 22.2 The e-tender committee reserves the right to change/modify the conditions or incorporate additional ones if deemed necessary and the same will be binding on contracted firm. The intimation given in official letter / form from the authorized signatory on behalf of **The ADR & Chairman purchase of Mobile Grain Dryer, ZARS, Sindewahi- 441222, Distt.-Chandrapur** will be treated as modified version of the terms /conditions and ultimately will be the part of this agreement. No contracted firm will liable for any claim what so ever in the matter.

ARBITRATION:

- 23.1 All disputes or differences in relation to this Contract or the interpretation of any of its terms or implementation thereof or arising out of, or concerned directly or indirectly with the contract will be referred to the Arbitration of the **Hon'ble Vice Chancellor, Dr. PDKV, Akola** who shall have the power to inquire into all the facts of case and to interpret the terms of this agreement and whose decision shall be binding on both the parties.
- 23.2 The venue of Arbitration shall be Akola. The Arbitrator shall have power with the consent of the parties to extend the time for making and publishing the award.

POWER OF ATTORNEY:

- 24.1 If the tenders are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the powers of Attorney, authorizing him to conduct all transaction on behalf of the body, along with the tender.

No Deviation Statement: (Please see FORMAT- II)

The no deviation statement must have mention of the make & standard of the items 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-II** 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.

Declaration by the bidder (Please see FORMAT -III)

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

1. Fall 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:

- a. 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 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.

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.

OPENING OF TENDER: -

The tenders will be opened online as per e-Tendering procedure on the date specified in schedule 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.

PRICE BID / 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 e-Tendering Portal immediately after the completion of opening process.

JURISDICTION FOR LEGAL MATTERS:

If any dispute arises and if for any reason the matter has to be referred Court of Law, Akola Civil Court alone will have the jurisdiction in the matter irrespective of registered place of Contracted firm or any point or place of Dr. PDKV., Akola

1. Online bid preparation:

A. Envelope 1 (Technical Bid / T1)

- 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 realized 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 e-Tender.

Note:

- Realization 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 e-Payment Gateway can be downloaded from e-Tendering portal.
- d) 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 form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Supplier are required to enter the data and encrypt the data using the Digital Certificate. In the uploadable document type of templates, the Supplier 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 of one set please send to the concerned office (ZARS, Sindewahi).
- i. Receipt of online payment of **E.M.D Rs 10,000/-** (In case of EMD exemption relevant certificate be enclosed).
 - ii. GST/ Sale Tax (VAT No.) Registration certificate/Sale Tax Return certificate /TIN No.
 - iii. Certificate of Shop Act / License for Sale.
 - iv. Certificate of Sole Manufactures/ Authorized dealers of manufacturers/authorized supplier/dealers of overseas.
 - v. Certificate of ISO certified manufacturing Company issued by the competent authority along with list of agricultural machinery and implements bearing ISI mark with brand name, and name of the manufacturer

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.

Payment of the Tender Form: The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 2000/-(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>)

Earnest Money Deposit:

- i) An amount of Rs 10,000/- as an 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 Supplier. **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 as suggested.

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. **If it is found that the E.M.D. submitted is less than Rs. 10,000/- the offer of the bidder will be rejected. Earnest Money Deposit is Refundable.**

v) 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 for Maharashtra MUST be attached.**

vi) 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.

Photocopy of Prescribed Tender Notice/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"**.

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 **31st March 2020** 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. (For example, 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**).

Income Tax Returns/ Balance Sheet: Self-attested copies of Income Tax Returns of the firm for last three 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)

Authorization Certificate (Please see FORMAT-I): 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's seal on it.
- b. 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.
- c. Authorization letter should be in original and from manufacturer directly. It should be addressed to The Associate Director of Research & Chairman, Purchase of **Mobile Grain Dryer, ZARS, Sindewahi- 441222 Distt.- Chandrapur.**

- d. The ADR & Chairman purchase of **Mobile Grain Dryer**, ZARS, Sindewahi- 441222, Distt.- Chandrapur, clearly authorizing the bidder to participate in this tender by **quoting tender number and name of the item for the tendered item**.
- e. Manufacturer shall assure that he/ she will supply of **Mobile Grain Dryer** through the bidder and he will also give list of authorized service providers near concerned office (ZARS, Sindewahi- 441222, Distt.-Chandrapur)/ 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.

Undertaking of delivery (Please see FORMAT-IV): Original Undertaking of delivery within stipulated weeks is to be submitted.

Standard Mark Certificates: Agricultural machinery and implement manufacturing Company I.S.I. marked/ISO certificate, valid copy of license issued by B.I.S./ISO certificate from competent authority should be enclosed otherwise bid will be rejected. A certificate of ISO manufacturing Company issued by the competent authority along with list of agricultural machinery and implements bearing ISI mark

Every page to tender should be numbered and signed with the seal by the tenderer.

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.

Unless specified otherwise in tender form or in any tender document supplied by this office, normally delivery is to be effected maximum within 1 week 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.

B. Envelope-2 (Commercial Bid / C1):

All financial offers must be prepared and submitted online. An online form (Appendix-I) will be provided during online bid preparation stage and signed using individual's **digital certificate**. Envelope-2 shall be opened online after opening of Envelope-1, (only if contents of Envelope-1 are found to be acceptable) 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.

2. 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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).

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

FORMAT – I

AUTHORISATION LETTER

To,

The Associate Director of Research & Chairman,
Purchase of Mobile Grain Dryer,
ZARS, Sindewahi- 441222, Distt. - Chandrapur

Sub: Authorized dealer or manufacturer for submission of Tender for the **Supply of Mobile Grain Dryer.**

Ref: Your Tender No. _____ Due on _____

Dear Sir,

With reference to above, this is to inform you that. We, _____ are an established manufacturer/dealer for the supply of above said materials & having factory/dealership at _____ since _____

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

We further undertake that whatever the materials 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 (Near ZARS Sindewahi, Distt. - Chandrapur) India/ Maharashtra is attached herewith.

Thanking you.

For

Authorized Signatory Date Name-

Place -

Designation -

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

FORMAT- II

No Deviation Statement

No.

Date:-

To,

The Associate Director of Research & Chairman,
purchase of Mobile Grain Dryer, ZARS,
Sindewahi- 441222, Distt.- Chandrapur

Dear Sir,

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

Name of Manufacturer:- Make & model quoted :

Specification of materials stated in Tender Enquiry step by step	Specification of materials 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

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

FORMAT- III

"DECLARATION OF THE TENDERER"

- 1) That I / We _____ am / are the authorized nominee(s) of
The firm _____ hereby submit tender to the Purchase of **Mobile Grain Dryer**
to the Chairman, purchase of **Mobile Grain Dryer** at ZARS, Sindewahi-441222, Distt. –
Chandrapur.
- 2) I am to state that the information provided in the tender form is true and correct
- 3) I / We may be punished as per law for any wrong information, misleading facts provided in the
tender form besides rejection of my / our tender.
- 4) In case of any dispute, the Jurisdiction will be Akola only.
- 5) I / We have carefully read all the general and specific terms and conditions of the tender and I
solemnly declare that the same are acceptable to me/us and binding on me/us.

Place:

Signature of Tenderer:

Date:

Name of Tenderer: _____

Capacity in which signed : ____

Full address of the Tenderer : With seal & stamp :

(Attach Identity card Xerox)

Phone No.:

Mobile No.:

(To be produced on Stamp Paper worth Rs.100 or fixing Court fee stamp of Rs 100/- on agreement paper)

FORMAT IV

UNDERTAKING FOR DELIVERY

No.

Date:-

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

(To be printed on the letter head of the manufacturer/supplier)

FORMAT V

UNDERTAKING FOR DEMONSTRATION

No. _____

Date:-

We _____, the manufacturers of _____ (name of items) 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

(To be produced on Stamp Paper worth Rs.100 or fixing Court fee stamp of Rs 100/- on agreement paper)

FORMAT- VI

AFFIDAVIT

I, the undersigned, do hereby certify that all the documents and statements made in the required attachments are true and correct. In case the contents of envelope No.1 and other documents pertaining to the tender submitted by me are found to be incorrect or false, I shall be liable for Prosecution and punishment under section 199 and 200 of IPC 1960 and/or any other law applicable thereto.

The undersigned also hereby certifies that neither our firm M/s. _____ have not abandoned any work in Govt. and semi Govt. Institution or organizations in Maharashtra nor any contract awarded to us for such works have not been rescinded, during last five years prior to the date of this bid.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department relevant laws. Place:

Signature of Authorized person

Applicant/Contractor

APPENDIX-I

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.

S.N.	Details	Whether attached	Page no.
1	Covering Letter for tender on the company letter head mentioning Official address, Contact No, E-mail address and Website (if available) address, duly signed tender form	Yes/No	
2	EMD exemption certificate if applicable		
3	Online payment receipt of EMD and tender form fee receipt. (Copy of PRN Number)	Yes/No	
4	GST registration Certificate. Sales tax / VAT registration certificate	Yes/No	
5	Test report of Mobile Grain Dryer from the Government authentic test centers. Technical literature/leaflet/brochure etc.	Yes/No	
6	PAN card of firm (ESSENTIAL)	Yes/No	
7	PAN card of all partners.	Yes/No	
8	Income Tax returns and Balance Sheets for last three financial Years.	Yes/No	
9	Authorization certificate from Dealer /manufacturer.	Yes/No	
10	No deviation certificate in prescribed pro-forma only. (ESSENTIAL)	Yes/No	
11	Declaration of the tenderer	Yes/No	
12	Undertaking of Delivery	Yes/No	
13	Undertaking of demonstration	Yes/No	
14	Affidavit	Yes/No	
15	Certified copy of Partnership Deed.	Yes/No	
16	Certified copy of power of Attorney.	Yes/No	
17	Guaranty certificate provided by company.	Yes/No	
18	ISI/ISO mark certificate	Yes/No	

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.

If the bidder himself is the manufacturer of the required materials, 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.

SECTION - II (PART - A)

E-TENDER: TECHNICAL BID

TO BE SUBMITTED ALONG WITH TECHNICAL BID AND SCANNED COPY BE UPLOADED WHILE
ONLINE SUBMISSION

To,

The Associate Director of Research & Chairman,
Purchase of Mobile Grain Dryer, ZARS Sindewahi-
441222 Distt.- Chandrapur

Subject: E-tender for purchase of Mobile Grain Dryer

Ref: ADR/ZARS/C&B/MGD/1181/2021 Date: 03/03/2021

Sir,

j) I/We hereby confirm that we have read all the terms and conditions of the e-tender stated under above number and hereby agree to abide by the said conditions. **ii)** I/we also agree to keep this tender open for acceptance for a period as mentioned in tender paper and in default thereof, I/We will be liable to forfeiture of my/our Earnest Money. **iii)** I/we hereby declare that **a.** I/we have read all the terms and conditions specified in the e-tender paper and all terms and conditions are acceptable to me/us. **b.** The rates offered are for the material of specifications mentioned in the **E-tender document (Annexure I)** and our offer is not differing in any respect and if any difference found by Dr. PDKV, the offer shall stand rejected without any legal claim or liability if any on Dr. PDKV and I/we will be liable to forfeiture of my/our Earnest Money. **iv)** The details of prescribed earnest money and e-Tender Fee are as under:-

Sr No.	Particulars	Name of item	Name of Bank	PRN Number & Date	Amount in, Rs.
1.	EMD				
2.	E-Tender Fee				

v) The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies if: I/we do not execute an agreement within 7 days from the date of offer given and OR I/We do not deposit the Security Amount mentioned in the Agreement **within 10 days** from the date of execution of Agreement. **vi)** Following documents are enclosed.

c. Any other document (Please specify)

e. Declaration about the authority of the signatory to sign and furnish the tender documents under seal.

If signatory is sole proprietor it should be on letterhead with seal.

Thanking you,

Yours faithfully,

Signature with

seal Place:-

Name of authorized signatory:

Date:-

Address:

Phone No. Fax No.

SECTION - II (PART - B)

TO BE SUBMITTED ALONG WITH TECHNICAL BID AND SCANNED COPY BE UPLOADED WHILE ONLINE
SUBMISSION

Note: The following details should be given completely, failure of which the tender will not be considered as technically eligible and the rates quoted will not be considered for evaluation.

TECHNICAL DETAILS

Please attach separate sheet if space is insufficient

1.	Name of the firm				
2.	Address along with e-mail				Mobile/Telephone /Fax
2. a	Head Office				
2. b	Whether the firm has ISO-9000-2000 ISO Company (Yes/No)				If yes please attach copy of certificate.
3.	Name of Proprietor / Partners / Directors etc.				
4.	Name of authorized contact persons and their Mobile & e-mail. if any				
5.	Date of establishment				
6.	Infrastructure etc.				
6.a	Qualified Personnel				
7	Other Details				
7.a	GST registration				Please attach copy of certificate
8.	Nature of main Activities				
9.	Turnover details	Annual Turnover (Rs. in lakh)	Copies of Audited financial statement/ C.A. Certificate to be enclosed		
10.	Principal Bankers	Address			
11.	Details of having similar supply order of same materials to Govt./Semi Govt. Institutions within last five years. (If yes, proof to be enclosed)				
	Name of Institution	Year	Specifications	Name of items	Amount (Rs. in lakh)
1					
2					
3					
11.	Declaration: Self declaration on the firm company's letterhead that there is no any outstanding IT/PT dues should be enclosed.				
12.	Cliental List				
13.	Any other related information, if any				

I/we have read all the terms and conditions of tender document under ref no. / / /2021 Dated /..... /2021 and hereby agree to abide by the said conditions. I/we hereby also undertake that the quoted -----of **Mobile grain Dryer** is available with us and we abide that we will supply the items per mention in the specification in stipulated time as per tender document or the order issued by the office of The Associate Director of Research, ZARS, Sindewahi-441222, Distt.- Chandrapur time to time.

Yours faithfully,

(Signature of the Authorized person)

Full name of the Authorized person

Designation

Seal of the firm and date

AGREEMENT

M/s _____ (hereinafter called as Supplier) of the

FIRST PART

AND

An agreement made this ____ day of _____ between the Associate Director of Research, Zonal Agriculture Research Station, Sindewahi, Chandrapur-441222 (M.S.) here in after called as the Purchase Officer of the **OTHER PART**.

WHEREAS

1) The contractor has accepted for supply of **Mobile Grain Dryer** namely _____ (herein after called as the articles) as per delivery instructions given in the acceptance of tender.

II) Whereas the contractor has deposited with the ADR, ZARS, Sindewahi, Distt.-Chandrapur a sum of Rs.-- _____(Rs.-----only) in form of D.D. No.----- dated ----- drawn on Bank ----- date ----- as security deposit and 3% of the total cost of -----.

Now it is hereby agreed between the parties here to as follows:-

The contractor accept after terms and conditions and instructions set out in the Tender form and in the

1. Tender Notice No. ----- **Dated:** ----- along with the terms and conditions set out in the acceptance of tender order dated / /2021 which will hold good during the period of this agreement.

2. Upon breach by the contractors of any of the conditions of the agreement the Purchase Officer may issue a Notice in writing rescind, determine and put to an end this agreement without prejudice to the right of the Government of Maharashtra to claim damages for antecedent

AND

3. Breaches thereof on the part of Contractor & also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfil the agreement as certified in writing by the Purchase Officer which certificate shall be conclusive evidence of such compensation payable by the contractor to the Government.

4. The Purchase Officer shall make payments towards supply of the ----- under this tender after completion of the delivery of the ----- . The Purchase Officer shall effect payment of 100% of the total cost of the material on receipt and satisfactory assembly and demonstration reports from the consignees to the effect that the material are delivered & received in good and working condition & reports of Technical Committee of the Consignees for having done completion of assembly and demonstration and satisfactory working of the equipment's. from the date of assembly and demonstration & satisfactory working of the ----- and after satisfactory training. Government shall not incur any liability to pay interest on bills for delayed payment.

5. Upon the determination of this agreement whether by affliction of the time or otherwise, the security deposit shall after expiration of 12 months on the date of such determination be returned to the contractor but without interest and after deduction there from any sum, due but the contractor to the Government or the Purchase Officer under the terms & conditions of this agreement.

6. This agreement shall remain in force until the expiry of the date of delivery of the articles but notwithstanding anything contained herein or in the tender or in the acceptance from, the Government shall not be found to take the whole or any part of the estimated quantity herein mentioned & may cancel the contract at any time by giving one month Notice in writing without compensation to the contractor.

7. If the Contractor fails to deliver the articles in accordance with the conditions mentioned in the supply order the Purchase Officer shall at his option be entitled either-

a) To recover from the contractor as agreed liquidated damages or by way of penalty a sum not exceeding half percent of the price of the stores which the contractor has failed to deliver as aforesaid for each week or part a of a week during which the delivery of such stores may be in arrears, or the delivery of such stores to respective consignee may be delayed subject to maximum limit of 10% of the value order not exceeding Rs.1.00 lac & 5 % of the value of exceeding Rs.1.00 lac of the stipulated prices of the ----- so undelivered. Such penalty will be deducted by the purchase from the bill due to supplier.

b) To purchase elsewhere after giving due notice to the contractor on his account and the risk of contractor, the fermenter not delivered or others of similar description (where other exactly complying with the particular or not in option of the purchasing officer which shall be final readily procurable)

c) To cancel the contract.

8. In the event of action be taken under (a) (b) or (c) of the 7 above, the contractor shall be liable for any loss, which the Purchase Officer may sustain on that account. The recovery on account of agreed liquidated damages or by way of penalty under (a) of 7 above will be made by deducting such amount in the bill and

the recovery of any loss which the Purchase officer may sustain under (b) & (c) of 7 above should be made good by a credit note within the stipulated period for the purpose.

9. The Contractor do undertake to declare that the articles being sold to the Purchase Officer under this contract shall be of best quality and workmanship and further guarantees that the said articles would continue to the description and quality for period of 12 months from the date of delivery of the said article to the Purchaser. Further the contractor declares that notwithstanding the fact purchaser or the technical committee on his behalf may have inspected and/or approved the said article if during the aforesaid period of 12 months the articles be discovered not conforming the description and quality or have deteriorated, the purchaser will be entitled to reject that article or portion thereof as may discover not in conformity to the description and quality. On such rejection all provisions relating to the rejection of article shall apply.

The contractor shall if so called upon to do replace the article or portion thereof rejected by the Purchaser otherwise contractor shall pay to the Purchaser damages as may arise by the reason of breach of this condition contained herein.

10. Notice in connection with the contract may be given by the Purchase Officer to the Director or Industries of Gazetted Officer of the Store Purchase Department as authorized by the Director, Industries.

In witness whereof the said purchase Officer has on behalf of the University/Zonal Agriculture Research Station, Sindewahi, Distt.- Chandrapur affixed his hand and seal here to, on the day and year first above written.

SIGNED, SEAL & DELIVERED BY _____ FIRST PART

Mr. /Mrs. _____

Autopsied on behalf of

M/s _____

In the presence of

Name and address of

Signature

1. _____

2. _____

SIGNED, SEAL & DELIVERED BY _____ OTHER PART

Mr. _____,

Associate Director of Research, Zonal Agriculture Research Station, Sindewahi- 442 605, Distt.-Chandrapur (M.S.)

In the presence of

Name

Signature

1. _____

2. _____

ZONAL AGRICULTURE RESEARCH STATION SINDEWAHI- 441222
DISTT.: CHANDRAPUR (M.S.)
(DR. PANJABRAO DESHMUKH KRISHI VIDYAPEETH, AKOLA)

ANNEXURE-I

Detail specifications of Mobile Grain Dryer to be purchased through E-tendering

Item Number	Item	Specification	Qty. Required (Nos)	Cost per unit, Rs.
1	Mobile Grain Dryer	<ul style="list-style-type: none"> ▪ Mobile Grain dryer for drying of Paddy Grain immediately after harvesting the paddy field and other crop. ▪ Machine should be Tractor Operated (Min 30 Hp Tractor) ▪ Dryer Capacity: Minimum 2 tonnes of Paddy grain (4.3 Cubic Meter Capacity) ▪ Drying: 2-5 % moisture extraction per hr. ▪ Should have bucket elevator for loading and recirculating ▪ Fan type: Centrifugal ▪ Burner: <ul style="list-style-type: none"> • Type: Light oil burner, Auto • Ignition: Oil burner fuel: Diesel 	01	

Hp: Horse power; **Hr:** Hour