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Tender Form

Tender for
MACHINERIES
EQUIPMENTS/INSTRUMENTS/MISCELLANEOUS ITEMS
FOR
SEED PROCESSING PLANT (SEED HUB)
AT
KRISHI VIGYAN KENDRA
AT BULDHANATQ. & DIST BULDHANA

Date of Publishing : **16/08//2019**
Last Date of Submission : **29/08/2019**
Date of Opening : **05/09/2019**
Place of Opening : Office of KVK, at Buldhana
Tq. &DistBuldhana

DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the tenderer for quoting his offer is given in this Tender Document under “ Tender Schedule “. Tenderer should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, Government takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event, Krishi Vigyan Kendra, Buldhana will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website. It includes all associated services or due to such unavailability of the website or any part thereof or any contents or any associated services.
4. Tenderer must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. KrishiVigyan Kendra, Buldhana will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. **Tenderers/Suppliers must get done all the e-tendering activities well in advance.**

INDEX

Sr. No.	Description	Page No.
1	Detailed Notice Inviting Tender and Tender schedule	03
2	Offer Letter from the Tenderer	04-06
4	Terms and Conditions	07-10
5	Undertaking to be given by the tenderer	11
6	Schedule of Supplies	12-14
7	Commercial Terms And Conditions Of The Tender	15
8	Instructions to bidders	16-24
9	Format 1 to 4	25-28
10	Check List of documents to be uploaded along with e- tender	29
11	Copy of Agreement	30-32

TENDER NOTICE
DR.PANJABRAO DESHMUKH KRISHI VIDYAPEETH, AKOLA
KRISHI VIGYAN KENDRA, BULDHANA, TA & DIST. BULDHANA
Web – <https://mahatenders.gov.in> & E-mail – kvkbuldhana@gmail.com
E-TENDER NOTICE NO. 01 FOR 2019-20

Online item rate tenders are invited for supply of **MACHINERIES EQUIPMENTS/INSTRUMENTS/MISCELLANEOUS ITEMS FOR SEED PROCESSING PLANT (SEED HUB) AT KRISHI VIGYAN KENDRA AT BULDHANA, TA & DIST. BULDHANA** from the reputed and experienced Manufacturers/Suppliers.

Name of work: Supply of **MACHINERIES EQUIPMENTS /INSTRUMENTS /MISCELLANEOUS ITEMS FOR SEED PROCESSING PLANT (SEED HUB) AT KRISHI VIGYAN KENDRA AT BULDHANA, TA & DIST. BULDHANA**

EMD (Rs.) : 20,000 (Rs. Twenty thousand only)

Cost of Tender form (Rs.) :5,000/- (Rs. Five Thousand Only)

E- TENDER TIME TABLE

1	Online Publishing Date	16/08/2019
2	Document Download Start Date	16/08/2019
3	Online Bid Submission Start Date	16/08/2019
4	Online Bid Submission End Date	30/08 /2019
5	Time and Date of Opening of Tender	05/09/2019 (Tentative)
6	Place of Tender Opening	KrishiVigyan Kendra, Ajinth Road, Buldhana Ta. & Dist. Buldhana 443 001

The EMD applicable shall be paid via **online** using **internet banking mode** only. Total Security Deposit 3% (Three per cent) should be paid at the time of issue of purchase order and signing Agreement.

Note:

1. All the tenderers who are interested to participate in above tender procedure may visit <https://mahatenders.gov.in> and download the tender form
2. Tenderer must submit all the documents online
3. The offer shall be **Valid upto 180 Days** from the date of Opening of the Tender
4. The Right is reserved to reject any time of tender or a tender or all the tenders without assigning any reasons therefore, the decision for acceptance of tenders will rest with Programme Coordinator, KrishiVigyan Kendra, Ajinth Road, Buldhana.

Yours Faithfully

Programme Coordinator
Krishi Vigyan Kendra, Buldhana

e - TENDER FOR MACHINERIES
EQUIPMENTS/INSTRUMENTS/MISCELLANEOUS ITEMS FOR SEED
PROCESSING PLANT (SEED HUB)

E-TENDER NOTICE NO. 01 FOR 2019-20 **Cost of Tender form (Rs.): 5,000/-**

E - TENDER FORM
FOR SUPPLY OF MACHINERIES
EQUIPMENTS/INSTRUMENTS/MISCELLANEOUS ITEMS FOR SEED
PROCESSING PLANT (SEED HUB)
FOR THE FINANCIAL YEAR 2019-20

To,
Programme Coordinator,
KrishiVigyan Kendra,
Buldhana Ta & Dist. Buldhana 443 001 (M.S.)

Dear Sir,

1. In response to the tender notice published in University website / the daily newspaper _____ dated _____ I/We submit herewith the tender form for the supply of **MACHINERIES EQUIPMENTS/ INSTRUMENTS/MISCELLANEOUS ITEMS FOR SEED PROCESSING PLANT (SEED HUB)**.
2. I/We have thoroughly examined and understood the terms and conditions of the tender mentioned in Appendix-I and I/We agree to abide by them in full.
3. I/We offer to undertake the supply of **MACHINERIES EQUIPMENTS/ INSTRUMENTS/MISCELLANEOUS ITEMS** and quoted the rates inclusive of all taxes, freight etc as given in Appendix-II. It is agreed that no additional charges other than those mentioned in Appendix-II would be payable to me/us.
4. I/We accept that the rates offered shall remain valid **for a period of 180 days from the date of execution of agreement**. I/We further agree that if the date up to which the offer would remain open be declared as holiday for office, then offer will remain open for acceptance till next working day.
5. I/We shall be bound by communication of acceptance of the offer, dispatched within prescribed time.
6. I/We accept that the right to accept or reject whole or part of the tender without assigning any reason is reserved with the KVK, Buldhana. The decision of the Programme Coordinator KVK, Buldhana will be final and shall be binding on me/us.

7. As required by the terms and conditions of tender an amount of Rs. 20000/- is paid by me/us as Earnest Money Deposit (E.M.D.) online bearing No. _____ dated _____

8. I/We agree to undertake to supply the machineries equipment at location of office mentioned in final supply order and as per the specification of the final orders within **four weeks** from the date of supply order.

09. As per the terms and conditions, (Part-I of Appendix-I) I/We are submitting our offer online in two sealed envelopes system. Envelop No. 1 contains technical bid and Envelop No. 2 contains financial bid.

10. I/We also agree that Programme Coordinator, KVK, Buldhana has full rights to open/considers the second envelop if and only if Programme Coordinator, KVK satisfied with information contents in envelop No.1. The decision of the Programme Coordinator, KVK regarding this will be final and will be binding on me/us.

11. I/We hereby declare that the entries made in this tender form, i.e. in Part II and Part III of Appendix-I and Appendix-II are binding for me/us. I/We 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 such change will be given to the Programme Coordinator, KVK, Buldhana.

12. I/We hereby take the responsibility of maintaining the machineries equipment's at their locations at free of cost in warranty period. I/We hereby take the responsibility to provide the service for at least five years after expiry of warranty periods.

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

Yours faithfully,

Place:

Date:

Signature of the Supplier

Capacity in which signing : _____

Name and Address of the firm/supplier: _____

Registration No. of Supplier : _____

List of Documents

- i) Sales Tax Registration Certificate
- ii) Sales Tax Return Certificate
- iii) Copy of certificate as manufacturer/Authorised dealer/Supplier
- iv) Copy of Shop Act and License for selling
- v) Part II and Part III of Appendix I and Appendix II
- vi) Payment details. _____ Dt _____ Rs. _____

Signature of constituted Attorney/
Authorized representative

Signature _____ Date: _____

Name & Address: _____

Appendix –I, Part I

Terms and conditions

Important terms and conditions governing for the supply of “**MACHINERIES EQUIPMENTS/ INSTRUMENTS/MISCELLANEOUS ITEMS FOR SEED PROCESSING PLANT (SEED HUB)**” at KVK, Buldhana.

1. If the machineries equipment's are not provided within stipulated time limits, deduction@ 1% of the total cost of order value per week for extra time taken and will be deducted from the bill. However, the Programme Coordinator, Krishi Vigyan Kendra, Buldhana may condone/relax this penalty and may grant extension upto the time limit as deem fit by him, provided the tenderer applies and satisfies about genuineness of the reasons for delay in supply of articles.
2. The tenderer shall have to deposit **Earnest Money Deposit (E.M.D.) of Rs 20000/- (Rs. Twenty Thousand Only)**. **The tender without E.M.D. will not be considered at all.** The amount of E.M.D.will be refunded in case of unsuccessful tenderer on submission of plain applicationwith Receipt in original soon after the final decision. In case of successful tender it will be refunded on production of original receipt after completion of validity period ofthe agreement to be essential between the tenderer and Programme Coordinator, KVK, Buldhana.
3. The Specimen of “**Agreement Bond**” will be provided along with letter of acceptance to the tenderer whose rates are accepted by the KVK, Buldhana. The tenderer shall have to execute agreement in the prescribed form on Government Court Fee Stamp papercosting to Rs.100/-, which should be submitted to this office within specified time.The agreement received under seal and signature of tenderer will become legal agreement between the tenderer and the KVK, which will be binding on tenderer.
4. If the successful tenderer fails to comply with the supply order within the specified period or only part supply is made, the Programme Coordinator KVK, Buldhana or respective authority or any officer authorized by him/them, will arrange for the alternative arrangement through any other supplier or agency at risk, cost and expenses of the said tenderer, who shall have to bear and pay all additional expenditure incurred by the KVK in that behalf.
5. Successful tenderer will have to furnish **security deposit @ 3% of total cost** of the items accepted by KVK, Buldhana as offered in the tender within specified time from the date of issue of letter of acceptance to the respective department.
6. The amount of Security deposit without any interest there on will be returned to the tenderer after 12 months or the expiry of the warranty period whichever is late from the date of supply, subject to the surrender of Money Receipt in original in respective office.

7. The quantity mentioned in Appendix II of this tender is subject to variation according to actual requirement of this KVK. The quantity may vary in case of competitive market rates. The right to enhance or reduce the quantity or not to purchase the equipment of any tendered item and right to accept/reject whole or part of any tender, without assigning any reason, what so ever, is reserved by this KVK. The decision of the KVK will be final and it shall be binding on the tenderer.

8. On acceptance of the rates as per the approved tender and after completing necessary official formalities, the tenderer will be informed about the acceptance of his tender. The supply order will be placed by *Programme Coordinator, Krishi Vigyan Kendra, Buldhana*

9. KVK, Buldhana also reserves the right to obtain the articles by negotiations from one or more of the tenderer, if in case the rates, quality, make, specification or other terms and conditions etc of tenderer are not found suitable to this KVK.

10. The KVK, Buldhana also reserves the right to accept or reject the supplies in full or in part which do not strictly stick up to the specifications or to accept the material/article supplied with slight variations in specifications or with a condition that the rates accepted shall be reduced at such rates as the competent authority of the KVK may deem fit, looking to the variations and that such rates shall be binding on the tenderer.

11. KVK, Buldhana reserves the rights to accept or reject – higher version of machineries equipment's etc or any other items under the same terms and conditions and same price quoted by tenderer in Appendix-II.

12. In case of successful tender, KVK, Buldhana for fulfilment of terms and conditions of tender shall retain the amount of Earnest Money Deposit (EMD) deposited by him. The KVK, Buldhana will not make any payment towards interest on such deposits.

13. In case of poor response from the suppliers, for the first call, the date of opening of tenders shall be extended further to a maximum of two times. The tenders received upto last call, will be opened and considered by the Programme Coordinator, KVK, Buldhana.

14. Final payment of instrument will be made only after installation and successful demonstration of the equipment at Seed Processing Plant (Seed Hub) of KVK, Buldhana Dist. Buldhana.

15. The credit bill should be presented in triplicate in the name of Programme Coordinator, KVK, Buldhana as quoted in final supply order. For any delay in payment (interest or any other kind of compensation) the KVK will not make any extra payments. This contract will be governed as per terms and conditions mentioned above. Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification and performance or non-observance or non-acceptance of the 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 KVK, Buldhana besides other actions or reduction bills of supplies and/or other legal actions and finally the decision of the KVK, Buldhana shall be binding on the tenderer.

16. The right to accept or reject whole or part of the tender or all tenders without assigning any reasons thereof is reserved by the KVK, Buldhana.

17. Firm also give certificate self attested, that, his/her company or sister company is not black listed in any department or institute in India & also mentioned that his company is not having any legal case in any of the institute in any matter & his owners or partners/directors has never being legally prosecuted, & in any legal dispute with any government department.

18. User list and detail contact address should be attached.

19. Terms of Delivery: Rates shall be quoted and delivery made FOR destination i.e. at Seed Processing Plant (Seed Hub), KVK, Buldhana **All expenses shall have to be borne by the suppliers; freight to be paid up to consignees destination.**

20. Supplies shall be covered by insurance.

21. **Other Taxes:** As applicable at the time of delivery of the items

22. **Delivery Period:** Supply order shall be executed within four weeks after receipt of the supply order.

23. **No advance payment will be made.**

24. The installation of the equipment, whenever required, shall be at the risk and responsibility of the supplier and payment shall be released only after installation and demonstration of satisfactory working and / or performance of the installed equipment

25. **Warranty:** The equipment shall be covered by a warranty period of **two year** from the date of its **satisfactory installation** at consignees' place. During the period of warranty, the supplier will provide free servicing and repairs to the equipment. This includes the transportation expenditure incurred for such repairs.

26. If any equipment or apparatus supplied is found to have any manufacturing defect and/or bad workmanship, the equipment shall be replaced at the sole risk and responsibility of the supplier.

27. **Penalty:** In case the firm fails to supply the equipment / apparatus etc. as per the supply order, make / specification and within the stipulated period, the competent authority of the KVK, Buldhana will be at liberty to forfeit the **EMD** and impose any other penalty, as may be deemed fit in case of such eventuality.

28. **Jurisdiction:** Any dispute arising between the parties (. KVK, Buldhana and Suppliers) shall be settled within the jurisdiction of KVK, Buldhana

29. Increase in prices during the rate contract period shall not be considered, thus will not affect the agreement.

30. The tender without mention of items quoted by the bidder and without proper stamp and signature will be rejected

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

Programme Coordinator
Krishi Vigyan Kendra
At- Ajintha Road, Buldhana
Ta & Dist. Buldhana 443 001 (M.S.)

Place:

Date:

Appendix-I, Part-II

Undertaking to be given by the tenderer for MACHINERIES EQUIPMENTS/ INSTRUMENTS/MISCELLANEOUS ITEMS FOR SEED PROCESSING PLANT (SEED HUB) AT KRISHI VIGYAN KENDRA ATAJINTHA ROAD, BULDHANA

Whereas, the Programme Coordinator, KVK, Buldhana has called the tenders for supplies as per the enclosed Appendix No-II.

I/We hereby offer our tender at the rates given in the enclosed Appendix No-II duly filled in and signed by me/us and hereby also affix my/our signature(s) below this tender voluntary and full acceptance of all the terms and conditions of this tender, which shall be the agreement between the above tender calling authority and myself/we.

Enclosed: Appendix-II

Signature of the Supplier:_____

Name of the Supplier:_____

Capacity in which signing:_____

Full address of the _____

Supplier with Seal/Stamps_____

Place:

Date:

Appendix – II

Schedule of Supplies

Sr. No	Name of the equipment	Specifications	Quantity
1.	UNIVERSAL MOISTURE METER	<p>Digital Type Moisture Meter Specially designed for pulses seeds :</p> <ul style="list-style-type: none"> ➤ Construction : Stainless Steel Body ➤ Test Cup Visible made of stainless steel round in shape ➤ Digital display of Moisture reading ➤ The required sample cup and pressure for selected commodity display for reference to users will be preferred ➤ Switches for selection of commodity, checking and setting Date/Time, setting Depositor name, and review of stored readings along with their Date, Time and other details ➤ PT 100 Temperature Sensor ➤ Wired/Wireless connectivity to ensure data transfer from Moisture Meter to computer or other compatible instruments 	01
2.	FINE CLEANER CUM GRADER CAPACITY – 1 TPH	<p>Fine cleaner cum grader machine specially designed and suitable for various Pulses seeds:</p> <ul style="list-style-type: none"> ➤ Minimum three screen Layers, cleaning system & rejected seeds outlet ➤ Input Capacity : Minimum 01 Ton/hr Wheat Basis ➤ Fan Motor : Minimum 03 HP ➤ Sieve Boat Motor : Minimum 01 HP ➤ Travel Length of seeds on Screens : Min. 400 cm ➤ Top Screen : Approx. 80.0 cm x 50.0 cm (LxB) (Variable) 1 No ➤ Middle Screen : Approx. 60.0 cm x 50.0 cm (LxB) (Variable) 3 No. ➤ Bottom Screen : 60.0 cm x 50.0 cm (LxB) (Variable) 3 No. ➤ Total area of screen: Minimum 2 sq. m. ➤ Deck Oscillations : 300 – 320 RPM ➤ Perforated Screens: CNC punching, minimum thickness 1 mm, wooden frame ➤ Structural Stability: MS Frame channel of min. 15.50 X 5.0 X 3.0 cm ➤ Sieve cleaning system : Bouncing rubber boll ➤ No. of Aspirations: Minimum 02 Nos. (pre & post) ➤ Feed Roller : Steel roller for Uniform Seed Feeding ➤ Auger : For impurities Outlet ➤ Bearings : SKF/NTN ➤ Motor Make : Crompton/Siemen/Kirloskar ➤ Rubber or soft coating to seed hopper ➤ Supply : 440V, 3 Phase AC. <p>(a) Air Trunk and Cyclone dust Collector - 01 Set (b) Additional Sieves : 03 additional Sets for Bengal Gram, Soyabean, and Green gram each</p>	01
3.	VERTICAL BUCKET	V.B. Elevator for Seed Cleaner cum Grader suitable specifically for Pulses seeds should have following technical	03

	<p>ELEVATOR CAPACITY – 1 TPH</p>	<p>specification:</p> <ul style="list-style-type: none"> ➤ Capacity : 01 Ton/hr ➤ Type : Centrifugal Discharge ➤ Bucket Material : Nylon/ PP cups (Minimum Size 10 cm * 10 cm) ➤ Belt : Rubberized (minimum 5 Ply) ➤ Speed Reduction : By Gear Box of Suitable Gear ratio ➤ Elevator Motor: Minimum 1 HP (Crompton/ Siemens/ Kirloskar) ➤ Gear Box : Suitable gear reduction ratio ➤ Construction: Standard MS Sheet boot section min. 2.50 mm, Middle section Min.1.50 mm, Top Section Min.2.0 mm <p>Accessories: Service Platform, Ladder, Starter, pit cover for first elevator only etc have to be provided along with elevators.</p>	
4.	<p>GRAVITY SEPARATOR CAPACITY – 1 TPH</p>	<p>The Gravity Separator machine with Surge Bin specifically designed for pulses seeds with following specifications:</p> <ul style="list-style-type: none"> ➤ Rectangular type wooden and steel deck ➤ Dynamically balanced individual Fans with adjustable air control ➤ Variable oscillation speed of deck: wide range with VFD ➤ Side wise and length wise Variable inclination of deck ➤ Soft Seed collecting spouts with bag holding clamps ➤ Feeding Hopper with rubber/soft coating ➤ Air filter windows with fine wire mesh ➤ Overall Machine size : Approx 2.0*1.30*1.30 Met (L*W*H) ➤ Deck size of machine : Approx 1.50*1.0 Met (L*W) ➤ Capacity : 01 Ton/hr ➤ No. of fans : 03 ➤ Type of deck : Rectangular ➤ Electric Motor : Minimum 5 HP (Blower) (Make: Crompton/ Siemens/ Kirloskar) and 1.5 HP (Deck Oscillation) (Make: Crompton/ Siemens/ Kirloskar) ➤ Surge Bin : Made from 3 mm thick MS Sheet of 1 quintal capacity with feed control 	01
5.	<p>SLURRY SEEDS TREATOR MACHINE CAPACITY – 1 TPH</p>	<p>The slurry seeds treator machine with holding/storage bin is required for uniform coating on each seed with chemical/organic treatment material. The slurry type seed treator should necessarily have following components:</p> <ul style="list-style-type: none"> ➤ Tank Material: Stainless Steel (Min. thickness 1.5 mm.) ➤ Seed Hopper: Stainless Steel (Min. thickness 2.5 mm.) ➤ Foundation frame: M.S. Angle (Approx. 50*50*05 mm) ➤ Mixing chamber and rotating mixing drum: SS material ➤ Overall Dimensions: Approx 1.5*0.5*1.5 Met (L*W*H) ➤ Electric Drive and blending chamber motors : Min. 1.0 HP for electric drive and Min. 0.80 HP for blending chamber (Make: Crompton/ Siemens/ Kirloskar) ➤ Holding/storage bin: Made from 3 mm thick MS Sheet of 1 quintal capacity with feed control 	01

6.	CONTROL PANEL	A central electric control panel equipped with main on and off switch, volt meter and change over switch, ammeter, phase indicator, emergency switch, contactors with protective relays and starter of all the motors, fuses make L & T, Crompton, Siemens, Anchor. All cables make Polycab/ Havells / Finolex and wires make Anchor / L&T / Havells / Finolex.	01
7.	ELEVATOR PIT COVER	Pit cover for first elevator only made of MS sheet (Min. 2 mm thickness and MS angle (Approx 30* 30*3 mm) size for frame to be grouted into concrete floor with handle and small stair in pit.	01
8.	PLATFORM WEIGHING SCALE	The physical stainless steel platform type weighing scale capacity 300 kg and 100 kg each have to be supplied for weightment of grains within the plant manually. The weighing range should be 300kg, and 100Kg with readability 10g, Square pipe frame, overload protection, calibration facility, LCD display have to be provided along with stainless steel balance.	02
9.	PORTABLE BAG CLOSING MACHINE	The portable bag closer B Model suitable for cloth bags stitching and D Model suitable for Gunny Bags stitching with Stitching speed of Minimum 300-350 bags/hr should be supplied of standard make like REVO, so that loosed bag container can be stitched within the plant.	01

All these above 9 No. of machines in one set will be installed in the processing hall with especially compact design & space oriented installation drawings with speciality technical services to save Pulses Seeds from mechanical damages & saving in human power during seed processing operations should be the specialty of complete seed processing plant for Pulses seeds.

Programme Coordinator
Krishi Vigyan Kendra, Buldhana

COMMERCIAL TERMS AND CONDITIONS OF THE TENDER

1	PRICES: Our prices are FOR Destination Basis including Packing, Forwarding, Freight, and Insurance ,Installation But including GST.
2	Annual Turnover of tender participants: The annual turnover of the company should be not be less than Rs. 10.0 crores (Rs. Ten crores) for the last three consecutive years. The authorized dealer of the company can also participate in the tender if principle manufacturing company meets turn over and other conditions.
3	<ul style="list-style-type: none"> • The attested copy of DSIR, GOI valid recognition for in-house R and D of the manufacturing company should be attached in technical bid else tender will be rejected.
4	Govt. orders: The tenderer or principle company should have supplied at least one Pulses seeds processing plant fixed or Mobile to any KVK in India and copy of the satisfactory installation certificate from one KVK in India should be attached. The tenderer should have supplied at least five no of seeds/grain proc. plants in Govt/public Dept. during last three years. The performance reports of these five seeds/grain proc. Plants should also be attached. Else tender technical bids will be rejected.
5	Commercial and satisfactory test report of any one Fixed/Mobile cleaner machine from North Regional Farm Machinery Testing and training Institute, Hisar, Haryana (FMTTI) , Dept. of Agri. GOI testing Institute has to be enclosed along with technical bid by the tenderer else offer will be considered as in eligible technically.
6	Technical Specifications: The technical specifications as mentioned in the tender will be strictly adhered to else any deviation from tender technical specifications will make the tenderer liable for rejection. If any tenderer is write tech specs as per tender then inspection of such machines will be carried out at factory and if there are any deviation from tech specs mentioned in the tender, all such machines will be rejected.
7	The tenderer has to be registered with Registrar of Companies, GOI, and copy of company registration should be enclosed with the tender document else tender will be rejected.
8	Turn Key Project: It is necessary to supply all the machines as per tender else tender will be rejected.
9	VALIDITY: The offer should be valid for 180 days.
10	PAYMENT:* First payment 70% after delivery of machines at site. Second and final payment 30 % after installation and commissioning through Bank Demand Draft or RTGS/NEFT along with taxes and duties.
11	WARRANTY: 12 months from the date of dispatch against any manufacturing defect and/or bad workmanship.
12	AFTER SALES SERVICE: The tenderer should also quote rates for spare parts ready to meet the customers Requirement. The tenderer should have wide network of dealers, service engineers and technicians to render prompt after sales service.
13	The tenderer should have ISO certification from certification body/agency/company recognized by National Accreditation Board for certification Bodies (NABCB) in India or International accreditation Forum (IAF) else the tender will be rejected.
14	INSTALLATION and Commissioning: The tenderer should include Installation and commissioning charges separately in the price bid. The KVK management will decide the installation work to be done through supplier of machine or otherwise.
15	The Exemptions and relaxations if any as per Govt. regulation May claim by the Tenderer along with submission of documentary and technical evidences justifying the claims at the time of submission of Bid. However, the KVK Committee reserves the right to accept or reject the claims on valid grounds

INSTRUCTIONS TO BIDDERS

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://mahatenders.gov.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.

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.. Tender document and supporting documents may be purchased and downloaded from following link of KVK, Buldhana e-Tendering website of Government of Maharashtra, www.mahatenders.gov.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.5000/- (INR Five Thousand Only)** is paid.

Important Instructions to the bidders submitting offer Against Tender Enquiry Published by KrishiVigyan Kendra, Buldhana.

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 per prescribed Government procedure.
12. The offers of the Bidders qualifying technically are only eligible for opening of envelope no.2. Commercial bid (Envelope No.2) will be opened in the presence of bidder or their authorized representative present at a date which will be notified later. This bid opening date will be displayed on website.
13. Tender for each item is to be submitted separately. Rates MUST be quoted in Indian currency (Rupee) only, as the comparison will be done on the basis of INR prices only. No assumptions are to be made regarding concession certificates like customs duty exemption etc. All inclusive prices in INR must be written on priced tender form in envelope 2.
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 KVK, Buldhana.**

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

(A) Envelope No.1: Technical Bid

PREPARATION & SUBMISSION OF BIDS

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

Online Bid Preparation

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

(B) For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two copies) with unique challan number specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

(C) Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e-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 e-Payment Gateway can be downloaded from e-Tendering 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. The templates may be form based, extensible tables

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

D) Envelope No.1: Technical Bid

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

1. Covering Letter for Enclosure:

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

2. Payment of the Tender Form:

Tender Forms can be purchased from the e-Tendering Portal of e-tendering website of Government of Maharashtra, <https://mahatenders.gov.in> after paying Tender Fees via online mode as per the Tender Schedule.

3. Earnest Money Deposit:

The value of 1% of total value of stores offered as an i) Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode.

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

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

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

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

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.

Tender fee and EMD exemption is applicable to Micro and small manufacturing units registered under MSME Development Act-2006 and the Manufacturing suppliers registered with CSPO. (Please refer Government of Maharashtra Resolution regarding policies and procedure for purchase of goods dated 30 October, 2015.)

Tender fee and EMD exemption will not be applicable for suppliers of goods.

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

5. Sales Tax / VAT Registration & Clearance Certificate Self attested copies of VAT registration certificate or TIN allotment and Sales Tax / VAT clearance certificate [STCC or VAT CC] either from State or Central Govt. (as the case may be) showing tax paid up and no dues up to 31st December, 2018 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.)

6. Income Tax Returns/ Balance Sheet

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

7. Authorization Certificate:

Authorization letter of the manufacturer who manufactures the item mentioned in the tender document is essential if the bidder himself is not the manufacturer. Tenderer should submit the valid authorization form from manufacturing firm and it should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Authorization letter should be in original and from manufacturer directly.

Manufacturer shall assure that he/ she will supply the equipment through the bidder and will attend all service calls during warranty period. He will also give list of authorised service providers in Maharashtra/ India.

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 1)

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 proforma in format 1 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 2)

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

11. Undertaking for giving demonstration (Please see FORMAT 3)

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

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

13. Declaration by the bidder (Risk purchase clause, Fall Clause, Force Majeure clause, penalty clause): (Please see FORMAT 4)

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

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

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

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

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

1. The rate should be quoted only for the items specified in the list of requirement and should be for items of given specification / Mark /Model/ Manufacture and be as follows:-

- a. Free delivery at KrishiVigyan Kendra, Buldhana 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. Sales Tax / C.S.T. / VAT
- e. The charges for Installation, plumbing foundation, electrification as recommended by manufacturer etc. if any should be mentioned separately by the bidder.

Item Description	Basic Price (Rs)	Excise Duty (%)	Excise Duty (Rs)	Sales Tax/VAT/GST (%)	Sales Tax/VAT/GST (Rs)	Packing & Forwarding Charges (Rs)	Freight Charges (In Rs.)	Insurance Charges (Rs)	Installation / Trial Commissioning charges (Rs.)	Other if any (Please specify)	Other if any (Rs.)	Total Price (In Rs.) F.O.R. Destination Buldhana
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Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

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

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

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

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

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

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

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

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

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**False 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 instalment 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 a foresaid 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, and 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 news 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.

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

FORMAT - 1

No.

Date:-

No Deviation Statement

To,
Programme Coordinator,
KrishiVigyan Kendra,
At- Ajintha Road, Buldhana
Ta & Buldhana Dist. Buldhana 443001 (M.S.)

Dear Sir,

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

Name of Manufacturer:-Make & Model quoted:-

Specification of machineries equipment stated in Tender Enquiry step by step	Specification of machineries 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 Manufacturer / Supplier)

FORMAT – 2

No.
Date:-

UNDERTAKING FOR DELIVERY

We _____, the
Manufacturers/Suppliers 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 - 3

No.
Date:-

UNDERTAKING FOR DEMONSTRATION

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

For and on behalf of _____

Seal of the Manufacturers/Suppliers

(To be printed on the letter head of the Manufacturer / Supplier)

FORMAT – 4

No.
Date:-

DECLARATION

To,
Programme Coordinator,
KrishiVigyan Kendra,
At- Ajintha Road, Buldhana
Ta & Buldhana Dist. Buldhana 443001 (M.S.)

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

For and on behalf of _____

Seal of the Bidder

Check List of documents to be uploaded along with e tender

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

Sr. No.	Item
1	Covering Letter for tender on the company letter head mentioning official address, Contact No, email address and website (if available) address
2	Attested copy of DSIR, GOI valid recognition for in-house R and D of the manufacturing company
3	Attested copy of Company Registration GOI
4	Online Money Deposit receipt/EMD Exemption certificate
5	Copy of Shop Act and licence for selling
6	<u>GST Number registration certificate.</u>
7	ST/ VAT Clearance Certificate (e.g. Form 415 in case of Bidders from Maharashtra) or copy of application submitted to concerned authority for issuing tax clearance certificate (e.g. Form 414 in case of Bidders from Maharashtra) <u>or concerned GST Documents</u>
8	Income Tax returns or Balance Sheets for last two financial Years (not necessary if already submitted in the financial year)
9	Authorization certificate from manufacturer
10	No deviation certificate in prescribed pro-forma only. (FORMAT 1) on letterhead of firm
11	Undertaking given by tenderer for supply of equipment's
12	Undertaking for delivery (FORMAT 2) on letterhead of firm
13	Undertaking for demonstration (FORMAT 3)
14	Undertaking by bidder about risk purchase, fall clause, penalty clause (FORMAT 4)
15	List of users for the item mentioned in the tender form
16	Technical literature / leaflet ESSENTIAL
17	ISI/ISO mark certificate if asked for

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

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

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

AGREEMENT

M/s _____ (here in after called as Supplier) of the **FIRST PART**

AND

An agreement made this ____ day of _____ between the Programme Coordinator, KVK, Buldhana 443 001 (hereinafter called as the Purchase Officer of the **OTHER PART**.

WHEREAS

1) The contractor has accepted for supply of stores article 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 Programme Coordinator, KVK, Buldhana , a sum of Rs.------(Rs.-----only)in form of D.D. No.----- dated ----- drawn on Bank ----- date ----- as security deposit and 5% of the total cost of instruments asPerformance Bank Guarantee (PBG) -----Bank duly attested for due fulfilmentof this agreement.

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 andin the

1. Tender Notice **NO. 2019-20, Dated: ___ / ___ / 2019 along** with the terms and conditions set out in the acceptance of tender order dated-----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 PurchaseOfficer may issue a Notice in writing rescind, determine and put to an end this agreementwithout prejudice to the right of the Government of Maharashtra to claim damages forantecedent

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 equipment under this tender after completion of the delivery of the equipment's. The Purchase Officer shall effect payment of 70% of the total cost of the material on receipt and satisfactory installation 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 installation and satisfactory working of the equipment's. The balance payment of 30% will be made after one month from the date of installation & satisfactory working of the equipment's 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 and till the expiry of maintenance contract (AMC) but not withstanding 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 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 stores sound delivered. 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 stores 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.

9A. If supplier fails to extend the effective & efficient Annual Maintenance Contract (AMC) for the period of ----- from expiry of warranty the purchase may at his discretion will.

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 where of the said purchase Officer has on behalf of the Krishi Vigyan Kendra, Buldhana 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. _____,

Programme Coordinator, KrishiVigyan Kendra, Ajintha Road, Buldhana 443001

In the presence of

Name

Signature

1. _____

2. _____
