<u>GOVERNMENT OF JHARKHAND</u> <u>DEPARTMENT OF AGRICULTURE, ANIMAL HUSBANDARY AND COOPERATIVE,</u>

OFFICE OF ASSISTANT SEED TESTING OFFICER, SEED TESTING LABORATORY, RANCHI, JHARKHAND

Very Short Re-Tender Notice for Invitation of Bids

Sealed tender in prescribed Performa are invited in two way bid system- (1) Technical bid (2) Financial bid from manufacturers/authorized distributors/dealers/registered suppliers/reputed firms/government undertakings, separately for supply of **SEED GERMINATOR** to Seed Testing Laboratory, Ranchi, Jharkhand.

A Complete set of Tender Documents may be downloaded from website – www.atmaranchi.in & www.sameti.org Details are given below :-

1.	Tender Reference No.	PR- 291582 Agriculture, Animal Husbandry And Co- operative Department(22-23).D	
2.	Name of Work	Supply of Seed Germinator for Seed Testing Laboratory, Ranchi, Jharkhand.	
3.	Tender Document Cost (Non- Refundable)	Rs. 1000	
4.	Date of Publication of Tender Document on website	02.03.2023	
5.	Document Download Period Starts from	02.03.2023	
6.	Bid Submission Period	02.03.2023 to 10.03.2023 (1.00 PM)	
7.	Last date of submission of bid Tender Fee & EMD	10.03.2023 (1.00 PM)	
8.	Technical Bid Opening Date	10.03.2023 (2.00 PM)	
9.	Financial Bid Opening Date	10.03.2023 (4.00 PM)	
10.	Place of Opening	Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Jharkhand. Krishi Bhawan Campus, Kanke Road, Ranchi Pin. No 834008, (Jharkhand)	
11.	Name & Address of the Inviting Tender	Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Jharkhand. Krishi Bhawan Campus, Kanke Road, Ranchi Pin. No 834008, (Jharkhand)	

Address for Communication, Place of Submission of Documents

Ashim Ranjan Ekka, Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Jharkhand. Krishi Bhawan Campus, Kanke Road, Ranchi Pin. No. - 834008, (Jharkhand) Contact No. 9113156250 (M)

> Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi Jharkhand

<u>GOVERNMENT OF JHARKHAND</u> <u>DEPARTMENT OF AGRICULTURE, ANIMAL HUSBANDARY AND</u> <u>COOPERATIVE,</u> Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, *Krishi* <u>Bhawan, Campus, Kanke Road, Ranchi</u> Pin. No. - 834008, (Jharkhand)

TENDER NO. PR-291582 Agriculture, Animal Husbandry And Co-operative Department(22-23).D

Sealed tender in prescribed Performa is invited in two way bid system- (1) Technical bid (2) Financial bid from manufacturers/authorized distributors/dealers/registered suppliers/reputed firms/government undertakings, separately for supply of SEED GERMINATOR to Seed Testing Laboratory, Ranchi, Jharkhand.

Tender document can be downloaded from website: www.atmaranchi.in & www.sameti.org and tender fee can be submitted with the tender in the form of DD payable to *"Beej Parikshan Prayogshala, Ranchi"* payable at Ranchi and placed in a separate envelope marked "Tender Fee & EMD" and should be kept in the bigger envelope of Technical Bid.

- a) Date of Publication of Tender Tender will be published on 02.03.2023 Document can be downloaded from the website www.atmaranchi.in & www.sameti.org. Cost of Tender documents Rs. 1000/- (One thousand only) (Non-refundable) in the form of demand draft in favour of "Beej Parikshan Prayogshala, Ranchi" payable at Ranchi
- b) Documents download period From 02.03.2023 to 10.03.2023 up to 1.00 p.m.
- c) Bid submission period From 02.03.2023 to 10.03.2023 upto 1.00 p.m.

Last date of submission of bid document, tender fee, and EMD 10.03.2023 till 1.00 pm at the Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Krishi Bhawan, Campus, Kanke Road, Ranchi. Pin. No. - 834008, (Jharkhand)

- d) Opening of bid On 10.03.2023 at 2.00 pm in the office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi in front of Tender Committee. All the bidders or their dully authorized representative may remain present at the time of Tender opening for any clarification sought by the Tender Committee.
- e) Tender received after due date and time will be rejected.

TERMS AND CONDITIONS

The tender should be submitted in two parts as Technical bid and Financial bid **Scope of Supplies:** Seed Germinator (single chamber).

The tender should be submitted in three separate sealed envelopes (three parts). All the three envelopes should be kept in one bigger (single) envelope duly sealed and submitted in prescribed office: Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Krishi Bhawan, Campus, Kanke Road, Ranchi. Pin. No. - 834008, (Jharkhand)

Envelop- I: It should contain Tender Document Fee & EMD in the form of DD in favour of "*Beej Parikshan Prayogshala, Ranchi*" payable at Ranchi.

Envelop should be super scribed <u>"TENDER DOCUMENT FEE & EMD"</u> DD number and its amount should be written on the envelop.

Envelop – **II**: It should contain all the documents required for technical bid. Envelop should be super scribed "**Technical BID**"

Envelop – **III**: The envelop should consist of only **financial offer**. i.e. the rate of the Seed Germinator, accesaries, taxes FOR., insurance etc. Envelop should be super scribed "**Financial Bid**"

Tender will be received and opened in the Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Krishi Bhawan, Campus, Kanke Road, Ranchi. Pin. No. - 834008, (Jharkhand) The Financial Offer must be mentioned in the prescribed format as per the Annexure- IV. only.

If the financial offer is not in the prescribed format, it will be rejected

The vendor/bidder(s) are required to submit the tender document on their letter head along with the endorsement (by seal & signature) Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

- Fax and Email quotation are not acceptable.
- Quotations should be valid for 1 year from the tender due date.
- The quotation should clearly indicate the period of delivery, warranty terms etc.
- A minimum of two year warranty is required from the date of commissioning.
- Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) in original should be sent along with the technical bid.
- The Suppliers should submit copies of suitable documents in support of their reputation, credentials and past performance about the product/equipment which they have supplied earlier to different organization(s)/Institution(s) with the technical bid.
 - i) <u>The tender document</u> must be accompanied by Balance Sheet for last 2 financial years.
 - ii) Photo copy of PAN card of the Firm.
 - iii) Photo copy of GST Registration.
 - iv) Photo Copy of Last two years IT Return.
 - v) Photo copy of Udyog Aadhar (if applicable)
 - vi) Photocopy of ISO Certificate and IP 54 Certificates its mediatory.
- The Vendor must be able to provide the product/items within 25-30 days from the receipt of supply order/purchase order, failing the EMD will be forfeited.
- Bidder should have past experience of supply of seed lab equipments in govt. departments.

- Bidder should have service centre in Jharkhand state.
- Further more on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions.
- The turnover of the participating firm should not be less than ten lakh each year. In Technical BidEnvelop. Bidder should provide a certificate stating that model quoted is latest in the quoted price range, of the concerned manufacturing company.
- In the event of any dispute or difference(s) between the vendee Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, Agriculture, Ranchi who will decide the matter himself, his decision shall be final and binding on both the parties.
- The place of arbitration and the language to be used in arbitral proceedings shall be decided by Director Agriculture, Ranchi.
- All disputes shall be subject to Ranchi Jurisdiction only.
- Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.
- Any effort by any supplier to influence Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi's, tender evaluation, tender comparison or contract/order award decisions may result in the rejection of the supplier's tender and forfeiture of the supplier's EMD.
- After opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Technical bid envelop should contain all the technical details along with proof of specification of the tendered items with brochures.

- The equipment must have standard certifications like CE/VDE/GS/ISO/EPA/DIN/BIS certificate and the same should be enclosed in the technical bid envelop, it should be complete in itself with all required details with index and page number duly entered.
- Bidders have to enclose last two years audited reports in the technical bid envelop.
- Bidders should have annual turnover of at least ten lakh per year for previous two years, cumulative turnover of Rs 20 lakh of the last two years will be granted. Certificate regarding this should be enclosed in the technical bid envelop as stated above.
- Bidders can be present on the date of technical bid opening; no separate information will be delivered to the bidder regarding attending the meeting of the tender committee.
- Conditional tender will not be accepted.
- Basic price of the equipment (F. O. R.), all taxes, duties etc. must be indicated clearly & separately in the financial bid form.
- Quoted rate should be in INR and valid for 1 year from the tender due date.
- The bidder /The manufacturer should not be black listed by any state government/central government/semi government institutions a certificate or under taking to this effect must be submitted along with technical bid document. Annexure –II
- The rates of the quoted items should be kept fixed for the entire contract period from the last date of tender submission. No revision in rates/prices will be allowed.
- After acceptance of the tender, the bidder will have no right to withdraw his tender or claim a higher price. Tenders with incomplete information will be summarily rejected.
- The Technical Bid will open on 10.03.2023 at 2.00 pm.

- The suppliers or their authorized representative may remain present during the opening of the Technical bid at their own expenses.
- Only those financial offers will be opened whose technical offers are found suitable by the tender committee.
- The committee may negotiate price with the technically and financially qualified bidder before awarding the offer.
- The Tender Committee/Assistant Seed Certification Officer, Ranchi reserve its right to select or reject tender without assigning any reasons.
- The EMD of the successful bidder will be returned to them without any interest after completing the successful installation. The earnest money of unsuccessful bidders will be returned to them without any interest after the completion of procurement process.
- All tender documents should have to be forwarded through speed post or registered post, courier, Hand Delivery to the following address so as to reach the following address on/before 28.02.2023 1.00 pm. to the Office of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi, Krishi Bhawan Campus, Kanke Road, Ranchi, pin- 834008 (Jharkhand)

• OTHER TERMS AND CONDITIONS:

- The bidder must be registered under relevant act.
- Each sheet of the tender document must be signed by the bidder.
- The bidder is expected to examine all instructions, forms/annexure, terms and conditions and specifications mentioned in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially irresponsive to the bidding document in every respect will be at the bidder's risk and may result in the rejection of its bid.
- $\bullet \quad Losses/damage of the instrument in transits, if any, shall be at the risk of the vendor/supplier.$

EMD FOR DIFFERENT ITEMS & SERVICE

S.NO	ITEMS	EMD (IN RUPEES)
1	SEED GERMINATOR (SINGLE CHAMBER)	8000

Tender Document Fee & EMD in the form of DD in favour of "*Beej Parikshan Prayogshala, Ranchi*" payable at Ranchi.

1. Technical Specification

SEED GERMINATOR SINGLE CHAMBER

Seed Germinator is made in double walled construction using convection process based heating as well as cooling units, further for durable performance, the outer body is constructed using thick mild steel sheets that come duly powder coated so as to provide for optimum process support, further the inner chambers of seed germinators are developed using heavy guage stainless stell sheet of SS-304/202 grade. The complete unit is mounted on sturdy steel frame and can as also be made available with customized parameters as desired by the customers. Provided with castor wheels for easy movement.

FEATURES : * Fitted with self cooled air fan for forced air circulation to maintain temperature uniformity in the chamber and humidity condition throughout the chamber. * Outer front double walled door is insulated and is fitted with magnetic tape for air tight closing for no temperature loss. * A full view inner acrylic door enables inspection and monitoring of inner chamber specimens without disturbing the process temperature. * Temperature controlled by PID Temperature Controller having LED display with an accuracy of $\pm 1^{\circ}$ C & temperature range- 5° C to 60° C. * Humidity system : Humidity is generated by steam injection system consist of boiler tank, placed below the chamber fitted with boiler heater. * Humidity: (RH) atmospheric humidity to 95% with sensitivity of 5% and controlled by an imported humidistat. * Temperature controller cum indicator for set value (SV) & process Value (PV) to select any desired temperature.

Low water level cut off device. * Temperature and humidity overshoot alarm. * Microprocessor Based Digital Temperature Controller. * Automatic electronic controlled With Digital Display for Temperature & Humidity combined. * Automatic Voltage Satbilizer.

- Capacity : 245 liters •
- Temperature Range : -5° C to $+60^{\circ}$ C •
- •
- Humidity Range : 95% to 98% at 30°C Timer : Digital, 99 Hr/ 59 in or Hold •
- а, Shelves : 14 nos. of removable.

2. **Qualification/Eligibility Criteria**

A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria.

S.	Basic	Specific Requirements	Documents Required
No.	Requirement		
1	Legal Entity	 1. The bidder should be a Proprietorship firm duly registered under any relevant Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. (If the bidding party is a partnership establishment or a partnership company, the labour license should be in the name of that partnership Company.) 	 1 Copy of valid Registration Certificates or 2- Copy of Certificates of incorporation or 3- List of partners with partnership deed, Or A self-certified declaration regarding the non- applicability of registration to any Act / Proprietorship
2	Tax registration	1-The bidder should have a valid registered number of GST where his business is located, if applicable 2-PAN Card	 Copy of the registration number of GST OR Self-declaration of non- applicability on his letter head. Copy of PAN Card. Photocopy of Udyog Aadhar (if applicable).
3	Technical capability	 The bidder should submit list of laboratories, where the services have been provided, minimum of 2 labs. Any proof (Work order) of at least 02 labs. 	 List of laboratories with address. Copy of Work order at least 02 labs. Photocopy of ISO Certificate and IP 54 Certificates The turnover of the

			 participating firm should not be less than ten lakh each year, cumulative turnover of Rs. 20 lakh of the last two years will be granted. Should attach a certificate showing required technical specifications of single chamber seed germinator.
4	Experience	The bidder must have at least 02 years of business experience of similar nature.	Copy of ITR of past 02 years and any proof of working

3. <u>Payment</u>: Payments to the bidder, would be made as under:-

(a) Payment Schedule

(b) No advance payment will be made.

(c) The payment will be given after successful completion of the activity through treasurytransaction mode. The bill has to produce within 10 days after completion of the activity in duplicate in the name of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi.

(d) The currency in which payments shall be made to the selected bidder under this bid shall be Indian Rupees (INR)only.

(e) All remittance charges will be borne by the selected bidder.

(f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bid document, will be deducted from the payments for the respective work.

(g) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

4. Important Clause:

- (i). If the supplier requires an extension of time in completion of contractual service on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of service.
- (ii). Delivery period may be extended with or without liquidated damages if the delay in the service/activity is on account of hindrances beyond the control of the bidder.
- **5. Price validity-** The quoted price will remain valid and unchanged till the Issue of accreditation Recommendation letter by STL.
 - i. The bidder has to submit the original bid document with seal and signature on each page along with the financial offer in a sealed envelope in the name of Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi.

6. Execution of agreement

- (a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- (b) The successful bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- (c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- (d) The bidder will be required to execute the agreement on a non-judicial stamp of Rs 500/- at its cost to be purchased from anywhere in Jharkhand only.

7. Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the ASTO, STL. writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by ASTO, STL. the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the ASTO, STL., the ASTO, STL. may take the case with the supplier/ selected bidder on similar lines

8. Validity of Contract:-

The rate contract will be valid up to one year from the date of execution of the agreement.

9. Technical and Financial Criteria for the supply of seed germinator

Technical bid is evaluated on the basis of documents submitted under this bid. Only on submission of all the required documents mentioned under Terms and Conditions of Tender documents and fulfilling eligible criteria in all respects will be qualified for next level ie financial bid evaluation. To qualify for the next level, the bidder or his authorized person will elaborate or demonstrate the technical features successfully before tender committee. On satisfaction of tender committee his/her financial bid will be open for evaluation.

Bidder quoting minimum financial offer (L1) including all and fulfilling all the eligibility criteria will be qualified as successful bidder.

<u>Annexure- I</u>

PARTICULARS TO BE FILLED BY THE BIDDER

- Name of the Supplier:
- Complete Address of the Supplier:
- Availability for demonstration of instruments at STL Ranchi: Yes / No
- Cost of the Tender document enclosed:

Yes/No If yes,

- Name of the Bank
- Amount in Rs.
- Demand Draft No.

Earnest Money Deposit enclosed: Yes/No if Yes,

- Name of the Bank
- Amount in Rs.
- Demand Draft No.
- Last Validity date of the enclosed DD

Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents kindly update to Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi]

a.	Full Name:		
b.	Complete Postal Address :	 	_
c.	Telephone No. :		
d.	Fax No. :		
e.	Mobile No. :		
f.	E-mail:		
g.	Website Address :		

Annexure – II

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 10/- non-judicial Stamp paper by the bidder)

I / We	Manufacture / Partner(s)	/ Authorized Distributor/agent of M/S.
	hereby declare that the firm / company	namely
M/s.	has not been blacklisted or	debarred in the past by Union / State
Government or organization f	rom taking part in Government tenders in India.	
Or		
I/We	Manufacture/Partner(s)	/AuthorizedDistributor/agentof M/s.
hereby declare that the Firm/ c	ompany namely	
M/s	was blacklisted or debarre	d by Union / State Government or
any Organization from taking	part in Government tenders for a	
period of	yearsw.e.f	to
The period is over on	and now the firm / company is entitled to	take part in Government tenders.
In case the above information	n found false I / we are fully aware that the ten	der/ contract will be rejected/cancelled by
Director Agriculture, Jharkhan	d and EMD / Performance Security shall be forfe	ited.
In addition to the above Assi	stant Seed Testing Officer, Seed Testing Labo	oratory, Ranchi, will not be responsible
to pay the bills for any compl	eted/partiallycompletedwork.	

DEPONENT Name_____

Address _____

Attested: (Public Notary / Executive Magistrate)

Annexure - III

CERTIFICATE TO BE SIGNED BY THE TENDERER CERTIFICATE

It is certified that I have read and understood and will comply all instructions contained in tender Document and its annexures. All pages of schedule (Annexures) from page ______ to have been filled properly and signed.

Signature of Tenderer:	
Name in Block Letters:	
Name of The Firm:	
Full Address:	
Telephone No.	
-	
Mobile No.	
Fax No.	
Email ID	
Website:	

Signature of Tenderer with Office Seal

Annexure-IV FINANCIAL OFFER

Supplier's Ref No. &	Date: -	Tender No.: -	
Due Date: -		Description of item: -	

S.NO ·	Description of Item & Specification (Mo del no if any)	Unit Price in Rs.	Discount (%)	Excise Duty /Custom Duty (%)	GST/(%)	Other Charge (If any)	Total Price in Rs	
1.								
(Total Amount in Words) Delivery Mode: Delivery at SEED TESTING LABORATORY RANCHI KRISHI BHAWAN CAMPUS, at site only Total bid price should be inclusive of all taxes and levies, transport, loading, unloading etc.								
	ty Period:		taxes and re	vies, transport, roading	g, unioadin	g cic.		
Delive	ry Period:	days/we	eks.	Installation Period	•	days/	weeks.	
Quota	Quotation Validity Date: - Minimum 1Year from the date of Submission of quotation/tender.							
Payment Term: Payment in rupees within 30 working days from the date of submission of clear bill (100								
% on s	% on successful installation & training).							

Sign of bidder: -

Date: -		

Name of the bidder:-	

Firm's Name:-		

ANNEXURE-V

BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

The Assistant Seed Testing Officer, Seed Testing Laboratory Ranchi.

I/ We <u>{Name/ Designation}</u> hereby declare/ certify that <u>{Name/ Designation}</u> is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with bid notice reference No.____dated___. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder:-

Verified Signature:

Authorised Signatory: - Seal

of the Organization: - Date:

Place:

ANNEXURE-VI

<u>SELF-DECLARATION</u> {to be filled by the bidder}

To,

The Assistant Seed Testing Officer, Seed Testing Laboratory Ranchi.

In response to the bid Ref. No. dated for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _, I/ We hereby declare that presently our Company/ , at the time of bidding,:firm a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity; b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document; c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/UT. d. does not have any previous transgressions with any entity in India or any other country during the last three years e. does not have any black listing or debarment by any other procuring entity f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons; does not have, and our directors and officers not have been convicted of any criminal g. offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition. will comply with the code of integrity as specified in the bidding document. i. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GOJ, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you, Name of the Bidder: -Authorised Signatory: - Seal of the Organization: - Place:

ANNEXURE-VII

FINANCIAL COVER LETTER {to be submitted by the bidder on his Letter head}

To,

The Assistant Seed Testing Officer, Seed Testing Laboratory Ranchi.

Reference: Bid No.:____

Dated:

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the service in accordance with the points specified in the TOR.

I / We agree to abide by this bid for a period of 30 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date: Authorized Signatory Name: Designation:

Annexure VIII

Draft agreement Format

{to be mutually signed by selected bidder and procuring entity on Rs 500/- Non judicialstamp paper}

This Contract is made and entered into on this day of_, 2023 by and between Seed Testing Laboratory under Dept. of Agriculture, Animal Husbandry and Cooperative, Govt. of Jharkhand., having its office at Ranchi (herein after referred to as Purchaser/STL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s_______with its registered office at_______(herein after referred as the "Successful Bidder/ Service provider") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

And whereas

The service provider represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and bid document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

Now it is hereby agreed to by and between both the parties as under: -

- 1. The NIB Ref.No. ______ dated ______ and bid document dated ______ issued by STL along with its enclosures/ annexure, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
- 2. In consideration of the payment to be made by STL to service provider at the rates set forth in the schedule here appended approved supply will duly supply the said articles set forth in thereof and provide related services in the manner set forth in the bid document, along with its enclosures/annexure and Technical Bid along with subsequent clarifications submitted by supplier.
- 3. The STL do hereby agree that if service provider shall duly provide the said services in the manner aforesaid observe and keep the said terms and conditions of the bid document and Contract, the STL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the bid document, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the bid document.
- 4. The timelines for the prescribed Scope of Work/ services shall be effected from the date of work order i.e.

and completed by service provider within the period as specified in the bid document.

5. In case of extension in the delivery and/completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete:-

Penalty Clause:

For Service level standards- The bidder has to provide the services as per the TOR mentioned at point 3.0 of the bid document and the activity and timeline schedule mentioned at point no 5.0. If the bidder fails to attend the call / fails to maintain the service level standards then Rs 100/- per day will be deducted, maximum deduction will be Rs 1500/- from the part/running bill, will be made. Delivery period may be extended with or without liquidated damages if the delay in providing the services is on account of hindrances beyond the control of supplier.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the bid document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this day of ______,2023.

Signed By:		Signed By:
(Designation:, Company:)	(Authorized Signatory) Assistant Seed Testing Officer, Seed Testing Laboratory, Ranchi under Department of Agriculture, Animal Husbandry & Cooperative Govt. of Jharkhand.
In the presence of:		In the presence of: