

**GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF AGRICULTURE & FARMERS WELFARE
OFFICE OF THE ADDL. DIRECTOR OF AGRICULTURE (HORTI.)
BOTANICAL GARDEN**

No. 321/Agri/ADA(H)/VEG/eT(T3)/2021-22

dt.26.08.2021

NOTICE INVITING e-TENDER

E-Tender is invited by the Addl. Director of Agriculture (Horti) from the reputed Manufacturers/Distributors/Authorized dealers/ Cooperative societies/Farmer Producers Company etc. for **Supply of Mobile Vending Cart with accessories** under CSS National Horticulture Mission scheme implemented by the Department of Agriculture & Farmers Welfare during the year 2021-22, through e-procurement platform <https://pudutenders.gov.in>.

| | |
|--|---------------------------------|
| Cost of Tender Document (non-refundable) | : Rs. 590/ - (inclusive of GST) |
| EMD Cost | : As per tender schedule |
| Bid submission start date | : 26.08.2021 05.30 pm. |
| Pre-Bid Meeting date | : 03.09.2021 11.00 am |
| Last date for online submission of Tenders | : 20.09.2021 05.00 pm. |
| Date and Time of opening of Technical bid | : 22.09.2021 10.30 am. |

(If any of the above days happen to be holiday, the next working day will be the date on the timeline)

The Tender schedule, terms & conditions, other technical specifications, and time schedule may also be downloaded from the website <https://agri.py.gov.in> for reference only. As the Tenders will be processed only on-line, hardcopy submission alone will not be entertained.



(C. SIVARAMAN)
ADDL. DIRECTOR OF AGRICULTURE
(HORTICULTURE)

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dt.26.08.2021

**E-TENDER FOR SUPPLY OF MOBILE VENDING CART WITH ACCESSORIES
(Two Bid System)**

Tender Form Cost : Rs.590/- (Rupees five hundred and ninety only) (including GST)

Earnest Money Deposit : As mentioned in Tender Schedule section.

| Sl. No. | Particulars of Tender | Date | Time |
|----------------|--|-------------|-------------|
| 1. | Publishing Date & Document Download Start date | 26.08.2021 | 05.30 PM |
| 2. | Bid Submission Start Date | 26.08.2021 | 05.30 PM |
| 3. | Pre-Bid Meeting | 03.09.2021 | 11.00 AM |
| 4. | Bid Submission End Date & Document Download End date | 20.09.2021 | 05.00 PM |
| 5. | Technical Bid Opening Date | 22.09.2021 | 10.30 AM |
| 6. | Financial Bid Opening Date (subject to finalization of technical bid, financial bid will be opened on same date or another working date) | 22.09.2021 | 03.00 PM |

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E-TENDER NOTICE

E-TENDER FOR SUPPLY OF MOBILE VENDING CART WITH ACCESSORIES

The Addl. Director of Agriculture (Horti), Botanical Garden, Puducherry invites single-stage two envelopes unconditional Bids from the reputed Manufacturers/Distributors/Authorized dealers/ Cooperative societies/Farmer Producers Company etc. for **Supply of Mobile Vending Cart with accessories** under CSS National Horticulture Mission scheme implemented by the Department of Agriculture & Farmers Welfare during the year 2021-22, through e-procurement platform <https://pudutenders.gov.in>.

1. TENDER SCHEDULE:

| Sl. No. | Name of the Item | EMD (in Rs.) | Bid document download start Date and end date | Pre-bid Meeting | Last date for submission of Bids | Opening of Bids |
|---------|--------------------------------------|--------------|---|------------------------|----------------------------------|--|
| 1 | Mobile Vending Cart with accessories | 25,000 | 26.08.2021 20.09.2021 | 03.09.2021 11.00 AM | 20.09.2021 | (i) Technical Bid: (Online and physical mode) 22.09.2021 and (ii) Financial Bid: 22.09.2021 |

- The tender/bid shall only be submitted through online tendering system of <https://pudutenders.gov.in>. The interested bidders shall have to be enrolled / registered with portal of <https://pudutenders.gov.in> for participating in the Bidding process.
- If the dates mentioned above are declared as holidays, the Tenders will be opened on the next working day.
- Tender Form and Terms & Conditions (not transferable) can be downloaded from the websites <https://pudutenders.gov.in>. The tender may also be viewed from tenders column of <https://agri.py.gov.in>
- The Tender Fee for **Rs.590/- (non-refundable)** and EMD as mentioned in the tender schedule shall be paid online while submitting the tender in e-procurement platform as per the instructions detailed at **S. No. 14 of Instructions to bidder (ITB)**.
- The Firms/contractors/suppliers who are blacklisted by the Government/ State Agency/any institution are not entitled to file/ participate in the tenders.
- Minors/insane are not eligible to participate.

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8. No physical/off-line Bid shall be accepted. Only off-line payment copies/documents/samples as stated in tender conditions of technical bid will be accepted in physical mode. Conditional tenders and casual letters sent by the bidders also will not be accepted.
9. The bidders shall not directly or indirectly or in any way deal with the officers or other persons employed by or under the authority of the ADA(H) in making the supplies hereby contracted for, nor shall the bidders either directly or indirectly give or promise to pay or give, or permit to be given to any person(s) in the ADA(H), money or gratuity, fee or reward for any matter of thing or any way relating to the performance of the contract.
10. The O/o ADA(H)/tender committee is empowered to finalize the successful tenderer(s).

Important Note:

- a) The O/o ADA(H) will place the supply order to the M/s. Pudukai Hi-Tech Farmers Producer Company Ltd, No.29,IV Cross Street, Thanthai Periyar nagar, Puducherry, indicating the approved rates and the successful tenderer(s) who inturn will place the supply order to the successful tenderer(s). The receipts and distribution to the identified beneficiary farmers will be executed by M/s. Pudukai Hi-Tech Farmers Producer Company Ltd, Puducherry.
- b) Bills on successful supply of indented items shall be furnished to the M/s. Pudukai Hi-Tech Farmers Producer Company Ltd, Puducherry, who inturn will furnish the bills to claim subsidy amount to the O/o ADA(H), Puducherry.
- c) Claims will be settled to M/s. Pudukai Hi-Tech Farmers Producer Company Ltd, Puducherry by O/o ADA(H) through the NHM scheme, the Mission Director (NHM) will settle bills after obtaining approval from the Govt. The FPO, M/s. Pudukai Hi-Tech Farmers Producer Company Ltd, Puducherry will ensure payment to the suppliers.

The ADA(H), Puducherry, reserves the rights to reject/accept any/all tenders or cancel the tender with or without assigning any reason.



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**INTRODUCTION AND SCOPE OF SUPPLY/WORK
TECHNICAL SPECIFICATION**

Supply of Mobile Vending Cart with accessories (CSS NHM scheme)

| Sl. No | Name of Item | Specifications | Approx. Qty Req. in Nos. |
|---------------|---------------------------------|--|---------------------------------|
| 1 | Mobile Cart | (i) Cart size 6'x3' size. (ii) Wooden platform - 2" thickness fitted at base on four cycle kal wheel. (iii) Wooden platform - 1" thickness fitted at four sides. (iv) Top cover fitted with necessary metal sheet - 2.5 gauge (v) Distance between top cover and platform-4 ft. (vi) Complete painting of the cart in green colour (vii) GI sheet painted with logo & name of the scheme(size 5' x 2') | 10 |
| | Illumination set with a Battery | i.Inverter set with a battery 12v/7amphs - 1 no. ii.LED light with wiring arrangements - 1 no. | 10 |
| | Digital weighing Balance | Cap 5 Kg - Metal body front & rear reading display | 10 |
| | Plastic Crates | Capacity: 20-22 kgs. holding capacity | 50 |
| | Silpaulin | Size -10'x 10' | 10 |

Note:

Colour photograph (Size 7.0" X 8.0") covering all the sided of the mobile vending cart shall be furnished along with Technical bid and uploaded in the portal <https://pudutenders.gov.in>.

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INSTRUCTIONS TO BIDDERS (ITB)

Instructions to Bidders for Online Tendering (e-Tendering);

1. Tender documents are available only in electronic format which bidders can download free of cost from website <https://pudutenders.gov.in>
2. Bidders mean all eligible and interested Manufactures/Firms/authorized dealers/service providers/Distributors/Cooperative societies/Farmer Producers Company or any other legal entity in India.
3. Bidders who wish to participate in this tender will have to be registered on <https://pudutenders.gov.in>.
4. Technical bid required to be submitted both in online and physical form with required **Tender document Fee, Earnest Money Deposit** and documents as stipulated in Technical Bid check list-I. Financial bid (Price Bid) should be submitted online through the website <https://pudutenders.gov.in>.
5. Bidders who wish to participate in online tenders will have to procure/should have legally valid Class-III Digital Signature Digital Signature and Encryption as per Information Technology Act, 2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact e-procurement Cell, Puducherry for clarifications and further details, who are licensed Certifying by Government of India.
6. All bids should be digitally signed; and the bidders who have no facility to participate the online tender are advised to contact the e-procurement cell at the below mentioned address for details regarding digital signature certificate and related training involved therein and for any technical related queries please call the Help desk

e-Procurement Cell,
3rd Floor, Chief Secretariat, Puducherry – 605
001. Local Help Desk: 0413-2220225/2233262
Email: support-eproc.pon@nic.in

The 24 x 7 Help Desk: Number 0120-4200462, 0120-4001002

7. Kindly take note that, valid Digital Signature Certificates is must for all the interested Manufactures/Firms/authorized dealers/service providers /Distributors /Cooperative societies/Farmer Producers Company or any other legal entity in India who may be Manufactures/Firms/authorized dealers/service providers/ Distributors/Cooperative societies/Farmer Producers Company from within and outside Union Territory of Puducherry.
8. Interested bidders are advised to complete their procedure for taking digital signature certificate in respect to filing of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

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9. If any Bidder fails to submit the on-line tender due to pending procedure for taking valid digital signature certificate or any other reason; neither e-procurement cell nor O/o ADA(H) will be held responsible.
10. Free vendor training camp will be offered by e-procurement cell, Puducherry during the tender schedule during working days at office hours. Bidders can take benefit of the same after sending written confirmation/consultation over phone in advance, if necessary (**Sl.No.6 of ITB**).
11. No physical submission of price/financial bid will be entertained as it should be furnished on-line only. Also no fax, email, SMS, letters or any other form of communication will be entertained for the same.
12. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the Bidder.
13. Any attempt to submit Financial bid through mode other than online will result in cancellation of bid and forfeiture of EMD of the bidder concerned.

14. ONLINE PAYMENT OF EMD & TENDER FEES

a) The bidders have the option to make payment of EMD & Tender fee through the following modes:

i) Internet Banking ii) NEFT/RTGS.

b) In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure-V enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.

c) To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference (UTR) number in the e-Procurement portal. It is advised that **the bidders make payment one day in advance for validation purpose.**

d) **Bid submission can be done immediately when EMD/Tender fee is paid through "Internet Banking" mode when compared to NEFT/RTGS mode of payment.**

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e) During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

f) It is advised that the bidders are advised to make payment one day in advance for validation purpose.

g) ICICI Banks shall handle the queries of the bidders regarding online payment. For e-payment assistance please contact ICICI BANK for e-payment help desk guidance in Phone Nos. +91-9840806302.

15. Besides the above physical submission of Technical bid, the bidders shall compulsorily have to enter/upload the relevant documents in the respective online "cover" as per the following order;

(A) Technical Cover:

In the Technical document cover (in PDF format) Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) should be uploaded for evaluation of Technical Bids.

(B) Financial Cover (.xls format)

The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications for the procurement of various works/supply/jobs/services as mentioned in the schedule.

- (a) Bidder shall enter the name of the firm on BoQ only.
- (b) Bidders are requested not to edit or change any item or quantity.
- (c) Rates only are to be filled on BoQ (in .xls format) sheet only.

16. The financial bids of only those Bidders would be opened and considered who meet the criteria of eligibility and selection in the Technical Bid.

17. The final results of the e-tender process are binding on all bidders and the Tender Committee. Any requests for cancellation received after the conclusion of the online bidding shall result in the forfeiture of the EMD.

18. The ADA(H) reserves the right to select/reject the lowest bid or any bid or cancel the tender even at the stage of award of contract or at any stage with or without assigning any reason, if the object of the tender floated not materialized in implementation of the scheme.

19. All bidders are advised not to wait till last date and submit their tender/bid at the earliest. The Tender Committee shall not be responsible for any inconvenience in website and no extension in deposition of tender/bid be allowed for any bidder.

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ELIGIBILITY CONDITIONS:

- a. The tenderer should be an Income Tax Assessee. In support of this, attested copy of Permanent Account Number (PAN) and latest Income Tax returns are required to be uploaded.
- b. The tenderer should not have been blacklisted or debarred by any Govt. Dept./Organization. If any of the tenderer has been black listed, he shall be excluded from the participation in the tender.
- c. The firms registered with National Small Industries Corporation (NSIC) and MSME, have to enclose a valid self-attested Registration Certificate(s) in the technical cover for exemption of EMD.
- d. The tenderer should upload copy of registration certificate / trade license issued by Competent Authority.
- e. The Tender Committee, reserves the right to relax/cancel any of the provisions contained herein above.

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TERMS AND CONDITIONS

1. GENERAL

- a) Tenders should be filled in duly furnishing the required information as per Tender document.
- b) While submitting tender online, the EMD for each item of work/supply/services as mentioned in the tender schedule and the tender fee (non-refundable) of Rs.590/- (incl.GST) shall be paid online following the instructions contained at **S.No.14 of ITB (instructions to bidder)**.
- c) Tenders should be strictly in conformity with the prescribed terms and conditions. Tenders should not contain any conditions other than the prescribed. Tenderer, who deviate from these terms and conditions, are liable to be rejected.
- d) ADA(H)/Tender Committee will conduct a pre-bid meeting on **03.09.2021 from 11.00 AM**
- e) ADA(H)/Tender Committee has the right to amend any of the tender conditions, as may be desired, if such an amendment is absolutely necessary, the same shall be communicated to the Tenderer which shall be made available on websites before the last date of receipt of tender.
- f) Tenderer should be capable of completing the supply/work within the time specified/intimated from the date of acceptance of offer/supply order issued.
- g) The Tenderers have to submit an affidavit in the prescribed proforma (Annexure-V) that they are not blacklisted by the Government/ State Agency. If the blacklisted firm, etc., file tender in benami name, the same shall be stand rejected apart from forfeiture of EMD furnished.
- h) Minors/insane are not eligible to file tenders.
- i) Tender Form is not transferable. Tenderer should sign on all pages of the Tender Form.
- j) A bidder may withdraw, substitute or modify its bid after it has been submitted in accordance with the online procedure of bid (i.e) e-procurement.
- k) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in <https://pudutenders.gov.in>.
- l) If samples of goods are required and submitted by the bidder as part of the evaluation, as specified in the Technical Specifications, such samples will be returned to the bidder only after completion of all the indented supply.

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- m) The tenderer must provide the copy of the valid License (Manufacturers / Dealership certificate) for supplying/selling **Mobile Vending Cart with accessories** and should possess valid GST No., GST Registration Certificate & PAN No., etc,.
- n) The bid shall include a manufacturer's brochure or leaflet describing the key specifications of the item being offered for supply.
- o) The tenderer should possess at least **one year experience** in the supply of the above said items to Govt./Quasi Govt./Autonomous bodies etc. Copy of the relevant supply order/work order to this effect shall be enclosed in the technical bid.
- p) The Tender Committee reserves the right to split the order amongst more than one tenderer at the lowest rate or based on the quality, usefulness, durability etc., after due negotiation if required considering the capability of the firm for timely completion of supply.
- q) All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the Secretary to Government (Agriculture), Puducherry. In case the arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason whatsoever, the Department of Agriculture and Farmers welfare, Puducherry shall be competent to appoint another person as Arbitrator. There will be no objection that the person so appointed is or was in the employment of the Dept. of Agriculture & Farmers Welfare/ administration of the Government of Puducherry and as an employee of the Dept. of Agriculture & Farmers Welfare had during the course of his duties expressed views on all or any of the matter of difference or dispute. The award of such arbitration shall be final and binding on the parties to this contract. The Courts of Puducherry only will have the jurisdiction in the matter of arbitration.
- r) ***The Tender will be effected subject to approval of the Govt. only.***
- s) The ADA(H) reserves the right to relax/cancel any of the provisions contained herein above.

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2. EARNEST MONEY DEPOSIT& TENDER FEE

EMD amount for each item of supply/work separately as mentioned at Tender Schedule section of this document and Tender Fee for an amount of **Rs.590/-** (non-refundable) shall be paid online while submitting the tender in e-procurement platform as detailed at **S.No. 14 of Instructions to bidder (ITB)** .

- a) The decision of extending the exemption of EMD will be on verification of their documents furnished by the bidder and exemption certificate or as per the decision of the Government of Puducherry **(Refer para No. b of page No.10)**.
- b) EMD is liable to be forfeited in case the tenderer withdraws or modifies his offer after opening of the tender or after the acceptance of the offer by ADA(H) or fails to enter into agreement within the specified time; and apart from the above, the tenderer will be blacklisted.

3. QUANTITY REQUIRED

- a) The work order to the selected tenderer/tenderers will be placed by the ADA (H) to the FPO, M/s. Pudukai Hi-Tech Farmers Producer Company Ltd, Puducherry, who inturn will place the supply order to the tenderers identified by the tender committee and subsequently approved by the Govt. The tenderer should supply the indented items/services/job as per work order.
- b) Tender Committee does not guarantee any volume of quantity at any given time and the decision of Tender Committee in this regard would be final and binding on the bidders and shall not be called into question by any bidder. Tender Committee reserves sole discretion in this matter.

4. RATE OFFERED

- a) The rates should be submitted only in BoQ (Bill of Quantity) which is available in online bid. The tenderer(s) should quote the financial elements clearly in the BoQ viz., GST (%).
- b) The rates are inclusive of packing charges, all Duties, Cess, GST and any other statutory taxes as applicable, all expenditures of loading charges at their point, transportation to the designated point or any destination as instructed by the officer in charge, transit insurance, unloading charges, etc.
- c) GST (in %) shall be entered by the tenderer in the prescribed column of the excel sheet.
- d) The rate quoted shall be in Indian Rupee(INR) and would be in force for the entire contract period. Tender Committee is not responsible for any fluctuation of prices either in Domestic Market or International Market and no request or representation for revision of rate will be entertained.

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5. SUBMISSION OF TENDER

- a. Tender should be submitted in two parts i.e., (i) Technical Bid and (ii) Financial Bid (Bill of Quantity)
- b. The Technical bid should be sealed by the bidders and kept in separate covers duly superscribed as "Part-I - Technical Bid" superscribed **with the description of the supply of item** and **should be addressed to "The ADA(H) Puducherry – 605 001"** and shall have the name and address of the bidder. The Tender Fee and Earnest Money Deposit have to be paid online.
- c. The Technical Bid shall also be submitted by the tenderers either in person at the O/o ADA (H) or sent by means of Registered Post/Speed post/ Parcel/Courier, etc., as the case may be reaching the above address within the stipulated time (**on 20.09.2021**) **by 05.00 pm**. Tender Committee will not be held any kind of responsibility for any kind of loss of the bid in transit, damage by rain, etc., whatsoever the reason.
- d. Besides the above physical submission of technical bid; the technical cover the following should be compulsorily uploaded in the e-procurement portal as follows;**
 - (i). In the Technical document cover (in PDF format) Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) should be uploaded for evaluation of Technical Bids.
 - (ii). The Bill of Quantity (BoQ) must be uploaded after entering the rate and GST (in %) in the BoQ for the Technical Specifications for supply of items mentioned in the tender document.
 - a). Bidder shall enter the name of the firm on BoQ only.
 - b). Bidders are requested not to edit or change any item or quantity.
 - c). Rates are to be filled only on BoQ (in .xls format) sheet only.

6. OPENING OF TENDERS

- a) Technical Bids filed/uploaded will be opened **22.09.2021 at 10.30 A.M** and subject to finalization of Technical bid, the financial Bids (Bill of Quantity) will be tentatively opened at **22.09.2021 at 3.00 PM** on on-line. **The selection of bidders of Technical and financial bids will be announced in the e-portal accordingly.**
- b) If the date fixed for opening of Tenders happens to be Govt. holiday, the tenders will be opened on the next working day at the same time specified above.
- c) During opening of the technical bid, the tenderer may attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process of Tenders.

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- d) The Financial Bid of the tenderer who qualifies in the Technical Bid only will be considered. Only the successful tenderers in Technical Bid are eligible to participate in further proceedings.
- e) The rate accepted is for the supply of contracted quantity in all respects for the Quantity Tendered for the prescribed period. Any request for revision of the rate due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stands rejected.
- f) After deciding the successful supplier by the Tender Committee, the ADA(H) reserves the right to increase /decrease the quantity required to be supplied by the Tenderers on the same terms and conditions for procurement of various works/supply/jobs/services within the time stipulated by Tender Committee.

7. NEGOTIATIONS

- a. Tender Committee, may conduct negotiation on the same day of finalization of successful Bidder opening of the tender or shall inform the tenderer about the date and time of the negotiations as per its decision.
- b During negotiations the tenderers should attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process to Tenders.
- c) Depending on the lowest rates received, negotiations may be conducted with successful tenderer and accordingly, work order will be issued to the negotiated rate only and a letter of acceptance for having negotiated has to be submitted by the successful bidder.
- d) Tender Committee, reserves the right to award the tender in full or in part to one or several bidder. The decision of Tender Committee is final and binding on the tenderers.

8. RIGHTS OF TENDER COMMITTEE:

Tender Committee reserves the right to accept/reject any or all the tenders at any stage with or without assigning any reason whatsoever and the decision of the Tender Committee in this regard is final and binding on the tenderer and cannot be called into question.

9. SPECIFICATIONS:

As mentioned above (in Quantity required section)

10. PACKING/LABELLING:

The packing and labeling if any on the supply on items by the successful tenderer should be as provided by Tender Committee and not of the bidder or other third parties.

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11. DURATION, PLACE OF DELIVERY AND COMMISSIONING

The approved firm/supplier should start the supply of work/services/jobs of the ordered quantity within the stipulated period as per specification prescribed, the supply and installation shall be done within the stipulated time frame, at the agreed rate including transportation and other expenditure on turnkey basis.

| Sl.No. | Item/Name of work | Deadline for Completion of Supply / Work / Services |
|---------------|--------------------------------------|--|
| 1 | Mobile Vending Cart with accessories | 20 days |

13. FURNISHING INFORMATION

- a. The approved firm/supplier shall obtain the details of quantity from Tender Committee, O/o ADA(H), Puducherry
- b. The approved firm/ supplier should inform Tender Committee, the quantity to be supplied well in advance by a day (i.e) prior to the day of supply.
- c. The tender Committee if required, may undertake pre-dispatch inspection of stock by representative of its own office or any other Govt./Private Agency entrusted for that purpose at the premises where from the supplies are going to be made.
- d. The approved firm/ Supplier should maintain complete account of supplies made and also furnish the details as and when requested by the O/o ADA(H).

14. ACCEPTANCE OF ITEMS

Items without damage only would be accepted. Items not conforming to specifications stands summarily rejected and it is the responsibility of the supplier to take back the rejected stocks and replace the stock conforming to the specifications at the earliest at the own risk and cost. Otherwise, the necessary penalty/damage/demurrage will be charged, for which, the Tender Committee reserves the right. Further, the tender Committee will not take any responsibility or otherwise once the stocks are rejected.

15. PENALTY ON DEFAULT/EXTENSION OF TIME

- a) The work/supply/services should be supplied/completed within the stipulated time. No extension of time will be granted for supply beyond the specified date fixed and at any cost not beyond Feb, 2022.
- b) In the event of failure to execute the work by the successful tenderer within the stipulated time, the orders deemed to be stand cancelled.
- c) In the event of failure by the successful tenderer, Tender Committee is at liberty and also reserves the right to purchase the ordered quantity from the next successful tenderer(s) to ensure uninterrupted supplies. The EMD will be forfeited in this regard with respect to unsuccessful tenderer.

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- d) Tender Committee reserves the right to charge penalty or withhold payment for any unsatisfactory stocks of supplied by the supplier for any consignment without prejudices to other rights and the decision of the Tender Committee is final and cannot be called into question. The supplier is liable to reimburse/compensate Tender Committee or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- e) Notwithstanding anything contained in the terms and conditions of this tender the Tender Committee is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply, erection and commissioning in the larger interest of Tender Committee.

16. FORCE MAJEURE

- a) In any of the force majeure circumstances, namely, natural calamities, fire, Govt. of India's policy, Govt. of Puducherry's policy, any restriction imposed by State/Central Government (excluding any stock limits), strikes or lock out by workers, war, military operations of any nature and blockades preventing the Seller/Buyer, the performance of the contract shall be extended for as long as these circumstances prevail, by the O/o ADA(H).
- b) In the event of the circumstances, if the continuation takes place, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which it may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.

17. BLACKLISTING AND RECOVERY OF LOSSES

- a) In the event of failure to supply the indented items by the tenderers at any stage of execution of work, the Earnest Money Deposit or Bills of supply will be forfeited by Tender Committee apart from cancellation of award of contract and blacklisting.
- b) If it comes to know that the tenderer selected is already blacklisted and not eligible at the time of this tender, the selected tenderer's agreement will be cancelled by Tender Committee besides forfeiture of EMD, blacklisting and recovery of consequential losses, if any, sustained by the Tender Committee on calling of another tender, etc. as the case may be.

18. PAYMENT/ADVANCE PAYMENT

- a) The payments will be made by the Additional Director of Agriculture (Horticulture), Puducherry only after necessary approval and funds received from Government of Puducherry or Govt. of India.
- b) Payment of interest on late payment of bills etc., will not be acceptable.
- c) No advance payment of any kind for the supply / materials will be made to the bidder.

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d) No right to claim any payment before completion of various works/supply/jobs/services. However, any part payment according to the work completion may be made at the discretion of the Additional Director of Agriculture (Horticulture), Puducherry in a fair manner.

e) Tenderer is solely responsible for the supply of indented item/machinery without any damage. The supplier should, without charge, repair/rectify the same with new materials free from defect, failing which the cost of such item will be deducted during the payment.

19. LITIGATION: Any litigation on either side will have to be tried in the court of Puducherry jurisdiction only.



(C. SIVARAMAN)
ADDL. DIRECTOR OF AGRICULTURE
(HORTICULTURE)

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PART -I

TECHINCAL BID

1. Name of the Bidder (Firm/Manufacturer / authorized dealer) :
2. Permanent Address :
3. Address of the Head Office of Tenderer :
 Phone Number
 Email ID
4. Address of the branch office in Puducherry :
 Phone Number
 Email ID
5. Whether Proprietary Firm or Partnership Firm or :
 Limited (copy of registration certi. to be enclosed)
6. Name & Address of the Proprietor/ Partner/ :
 Managing Director
7. Current Trade License issued by the competent :
 Authority (copy to be enclosed)
8. PAN No. given by IT Dept. (copy to be enclosed):
9. GST No (Duly renewed upto date.) :
 (copy to be enclosed)
10. MSME Certificate (Copy to be enclosed) :

SIGNATURE OF THE TENDERER
NAME:
SEAL:

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ANNEXURE – I

TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the various works/supply/jobs/services specified by Tender Committee during the period, which was mentioned by me and at the rate quoted by me/us at the destinations specified by Tender Committee. **The quality of the material is assured** and as per standards.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc. and the instructions issued by the Tender Committee from time to time.

I am/we are enclosing the following as per the Terms and Conditions of the Tender.

- 1) Affidavit as per Annexure – IV stating that the Tenderer (or) any of the partners (or) firm/manufacturer/dealer (or) representatives were never black-listed by the Tender Committee/ any Govt. Organization at any time (or) involved in diversion of stocks or involved in case under Essential Commodities Act (or) convicted by Court of Law in any criminal case.
- 2) Copy of Registration Certificate under GST Act renewed up to date.
- 3) MSME Certificate issued by Competent Authority
- 4) Copy of PAN.
- 5). Trade license/ Dealership Certificate and other statutory license

I/We hereby affirm that the ADA(H) is at liberty to take action against me/us as per the terms and conditions of Tender document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

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ANNEXURE-II

FINANCIAL UNDERTAKING

I/We, on behalf of M/s. _____
solemnly declare that we have submitted all the documents as mentioned in the Bid document. We also understand that non compliance of any documents will be treated as non-respective tender and we will lose our claim to participate in the Tender Enquiry automatically and our tender is liable to be rejected.

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply at the rate quoted by me/us.

I/We shall assure that I/we shall strictly abide by the terms and conditions of the Tender Agreement and the instructions issued by the Tender Committee from time to time.

I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my/ our EMD stands forfeited. I/we will strictly abide by the terms and conditions etc. as per the work order. "In the event of non-supply of ordered quantity of indented items or non-fulfillment of contract by me/us, EMD or any amount available with Tender Committee is liable to be forfeited, award of supply, contract stands cancelled besides blacklisting me/us.

SIGNATURE OF THE TENDERER
NAME:
ADDRESS:

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ANNEXURE – III

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in procurement process shall –

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same directly or indirectly, to any party or its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. disclose any previous transgressions with any Entity in India or any other Country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to;

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of Bid; or

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- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid

SIGNATURE OF THE TENDERER

NAME:
SEAL :
DATE :

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ANNEXURE -IV

(Specimen of Affidavit)

Affidavit

I S/o R/o

-----hereby solemnly affirm and declare as under:-

1. That I am the Proprietor/Partner/Director/Karta of M/s.....
situated at..... and is running business of
providing various works/supply/jobs/services mentioned in the tender document.
2. That I or my firm/dealership is not blacklisted from any Govt. Dept./Organization
and/or debarred on the basis of FIR lodged against me/my firm connected with
handling of Essential Commodities.
3. That it is my true statement and I shall be responsible for any false statement.

DEPONENT

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**ANNEXURE - V
LIST OF BANKS FOR EMD & TENDER FEE SUBMISSION**

| S. No. | List of Banks available at present with the ICICI Bank-Payment Gateway |
|---------------|---|
| 1 | Allahabad Bank |
| 2 | Andhra Bank |
| 3 | Axis Bank |
| 4 | Bank of Bahrain and Kuwait |
| 5 | Bank of Baroda |
| 6 | Bank of India |
| 7 | Bank of Maharashtra |
| 8 | Canara Bank |
| 9 | Central Bank of India |
| 10 | City Union Bank |
| 11 | Corporation Bank |
| 12 | CSB Bank Ltd |
| 13 | DCB BANK Personal |
| 14 | Deutsche Bank |
| 15 | Dhanlaxmi Bank |
| 16 | Federal Bank |
| 17 | HDFC Bank Retail |
| 18 | ICICI Bank |
| 19 | IDFC First Bank |
| 20 | Indian Bank |
| 21 | Indian Overseas NetBanking |
| 22 | Indusind Bank |
| 23 | Jammu and Kashmir Bank |
| 24 | Karnataka Bank |
| 25 | Karur Vysya Bank |
| 26 | Kotak Mahindra Bank |
| 27 | Lakshmi Vilas |
| 28 | Oriental Bank Of Commerce |
| 29 | Punjab and Sind Bank |
| 30 | Punjab National Bank |
| 31 | RBL Bank Limited |
| 32 | Shamrao Vithal Co-op. Bank Ltd |
| 33 | South Indian Bank |
| 34 | Standard Chartered Bank |
| 35 | State Bank of India |
| 36 | Syndicate Bank |
| 37 | Tamilnad Mercantile Bank |
| 38 | UCO Bank |
| 39 | Union Bank of India |
| 40 | United Bank of India |
| 41 | Vijaya Bank |
| 42 | Yes Bank |

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CHECK LIST-I

FOR TECHNICAL BID
(PART – I COVER)

| Sl. No. | Particulars | State Yes or No |
|---------|---|-----------------|
| 1. | Duly filled and signed Tender document and Technical Bid | |
| 2. | Annexure-I (Technical Undertaking) | |
| 3. | BIS/ISI/MSME certificate enclosed | |
| 4. | Attested copies of trade license / Dealership certificate, PAN Card and GST No. and other statutory license / latest IT returns copy | |
| 5. | Experience details/Certificate etc. | |
| 6. | Submission of products samples and Information leaflets | |
| 7. | Annexure-II (Financial Undertaking) - Should be filled up and signed compulsorily | |
| 8. | Annexure-III (Declaration for Code of Integrity & No Conflict of Interest) | |
| 9. | Annexure-IV (Affidavit – Declaration of firm not blacklisted). | |
| 10. | Annexure – V (List of Banks for online submission of EMD and Tender Fee) | |
| | Ensure that the sealed Part-I Technical Bid cover should be separate and duly superscribed as "Part-I- Technical Bid "for procurement of various works/supply/jobs/services | |

NOTE: All these documents (except entire tender document @ Sl.No.1) should be compulsorily scanned and uploaded in Technical Bid in on-line also, without which the bid will not be technically qualified.

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CHECK LIST-II

For FINANCIAL BID

(PART – II COVER)

| Schedule No. | Item/Name of work | Rate offered (State YES/NO) |
|---------------------|--------------------------------------|------------------------------------|
| 1 | Mobile Vending Cart with accessories | |