DEPARTMENT OF FOOD SCIENCE AND TECHNOLOGY COLLEGE OF AGRICULTURE, JNKVV, JABALPUR

No. FST/RKVY/2024/12

Date: 04/04/2024

To,

Nodal Officer (National knowledge Network, Web Administration), Technical Cell of the Vice Chancellor, JNKVV, Jabalpur

Sub.: To up load the corrigendum regarding change of date of revised e-tender notice after pre bid meeting in <u>www.jnkvv.org</u> and <u>www.mptenders.gov.in</u> website

Dear Sir

The date of submission of uploading of revised e tender notice is changed from 04/04/2024 to 24/04/2024. Therefore you are requested to kindly up load the corrigendum in www.jnkvv.org and www.mptenders.gov.in website accordingly.

Professor and Head

Tender No.: IPRO/DAC/RKVY/2023-24/35 dated 14.3.2024

Corrigendum

Submission of revised e-tender notice after pre bid meeting is change from 04/04/2024 to 24/04/2024

Expression of Interest (EOI)

for

Engaging / Hiring a Consultant and Services for

Getting NABL Accreditation

of

Crop Quality and Food Product Testing Laboratory



Department of Food Science & Technology Jawaharlal Nehru Krishi Vishwa Vidyalaya Jabalpur (MP)

Important Information about MP e-Tender Portal

Mail ID: eproc_helpdesk@mpsdc.gov.in

Support timings: Monday to Friday from 10:00 AM to 5:00 PM MPSEDC help line No. 08517936082, 07566660425, 08989685065

Please visit https://mptenders.gov.in/nicgep/app and www.jnkvv.org. for tender document, any updates or corrigendum as they will not published in News papers. Bidders are advised to visit the above websites prior to submission of tender.

Registration Process:

For participating in the above e-tender, the bidders shall have to get themselves registered with **https://mptenders.gov.in/nicgep/app** and get user ID & password. Class 3 Digital Signature certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow, please contact NIC Helpline Numbers: 0120-4001002, 0120-4200462, 0120-4001005, 0120-62777877.

- a. Interested bidders can purchase the tender documents online from website: https://mptenders.gov.in/nicgep/app.
- b. All the payments (Tender Fee, Processing Fee and EMD) should be made on-line failing which the tender will be rejected.

Procedure for on-line Submission of Tender Document/EOI

The following procedure will be adopted for e-tender/EOI process.

DEPOSITING THE BIDS:

The technical and financial bids should be submitted through on-line mode on **https://mptendrs.gov.in/nicgep/app**. However, the technical bid documents would also be required to be submitted physically at office address. Details are as follows:

(A) On-line Submission

<u>STEP – I</u>

Technical Bid Documents to be submitted (in PDF format only) on-line at https://mptendrs.gov.in/nicgep/app

- 1. Covering letter of the participating bidder
- 2. Receipt of Tender Fee paid on-line
- 3. Receipt of EMD paid on-line
- 4. Income Tax Return of latest 3 (three) financial years.
- 5. Chartered Accountant audited balance sheet for the latest 3 (three) years having minimum average financial turnover of Rs. 5 crores in the relevant business of bidder or consortium partners.
- 6. Minimum experience of last 5 (five) years in the relevant field of bidder or consortium partners.
- 7. PAN No. of the firm with supporting document
- 8. GST No. of the firm with supporting document
- 9. Firms/Business Registration documents/Copy of valid Registration Certificate under State/Central/Commercial Sales Act of bidder or consortium partners.

- 10. **Annexure-1:** Supplement/Check-List of submitted documents to be provided with Technical Bid
- 11. **Annexure-2:** Compliance/Non-Compliance Statement in support of required Item Specifications
- 12. **Annexure-3:** Tender Terms & Conditions Acceptance Letter (to be given by all participated bidders on firm's letter head)
- 13. Annexure-4: Undertaking regarding Not Blacklisted/ Non–Debarment (to be submitted by all bidders on notarized agreement on non-judicial stamp paper of Rs. 500/)
- 14. **Annexure-5:** Client/User's List (to be submitted by all bidders / any consortium partner on firm's letter head)
- 15. Any other item which bidder would like to include in support.

<u>STEP – II</u>

Financial Bid to be submitted on-line at - https://mptendrs.gov.in/nicgep/app

The financial bid shall be submitted in the enclosed format only online through MP e-tender website. No financial information should be submitted at any time inprint mode during the tender process. Any such instance occurring will make the rejection of bid.

Physical submission of all uploaded original Documents at Office address:

<u>STEP-III</u>:

All the documents listed above in **STEP-I** (all 14+ original documents - sealed and signed on each page) to be submitted physically in the **Technical Bid Envelope – "A" (separate for each item)** at the address given below before last date as given below.

| The Dean College of Agriculture, | |
|-------------------------------------|---|
| (Attention: |) |
| | |
| | |

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Contact details:

Professor & Head

Department of Food Science & Technology College of Agriculture, Jabalpur JNKVV, Jabalpur (MP) 482004

Ph.: 0761-2681236; E-mail: dacjbp@gmail.com

Details of Bidder

Tender No.: IPRO/DAC/RKVY/2023-24/35 dated 14.3.2024

| 1. | Name & full address of the OEM/Bidder | : |
|----|--|---|
| 2. | a) Telephone No. | : |
| | b) Mobile No. | : |
| | c) E-mail | : |
| | d) Web address, if any | : |
| 5. | PAN No. | : |
| 6. | GSTIN No. | : |
| 7. | Bank Account Details | |
| | Name of Account holder | : |
| | Bank Name | : |
| | Bank Branch | : |
| | Account Number | : |
| | IFSC | |

Date:

Signature and Seal of Bidder

2. Tender/ EOI Schedule

| SI. | 0 | Bidder's Stage | Start | | Last | |
|-----|---|--|------------|----------|------------|----------|
| No. | | | Date | Time | Date | Time |
| 1 | | Purchase of Tender /EOI document | 14.3.2024 | 3.00 pm | 10.04.2024 | 06:00 pm |
| 2 | | Pre bid Meeting /Presentation (Meeting Hall, CoA, Jabalpur) | 22.3.2024 | 11.30 am | | |
| 3 | | Uploading of revised tender document (if required after pre-bid meeting) | 24.04.2024 | 11.30 am | | |
| 4 | | Bid Submission – Online | | | 08.5.2024 | 06.00 pm |
| 5 | Submission of Documents to Office of Dean, College of Agriculture, Jabalpur | | - | | 13.05.2024 | 01.00 pm |
| 6 | Technical Bid Open | | - | | 13.05.2024 | 03.00 pm |
| 7 | Financial Bid Open | | | Will be | announce | d later |

Important Dates

3. Introduction – About the JNKVV

In Madhya Pradesh, Jawaharlal Nehru Krishi Vishwa Vidyalaya, Jabalpur, a State Agricultural University (SAU), is conducting education, research and extension activities for enhancing productivity, profitability and sustainability of agricultural production system and quality of rural livelihood. Since its inception, the University has contributed significantly and committed to render services to combat the upcoming challenges of the rural sector.

Under an Act of Madhya Pradesh Legislature passed in 1963, the University, Jawaharlal Nehru Krishi Vishwa Vidyalaya (JNKVV) was established by transferring the then existing six Government Colleges of Agriculture and two Veterinary Sciences & Animal Husbandry and 26 Research Stations, on the pattern of Land grant College of USA to narrowe down the gap between experts and farmers. With an integrated mandate of Teaching, Research and Extension the JNKVV was inaugurated by the then Minister of Information & Broadcasting, Government of India on October 2nd, 1964.

With the advent of time, the JNKVV had partitioned in 1987 with the formation of Indira Gandhi Krishi Vishwa Vidyalaya at Raipur (Chhattisgarh), second in 2008, establishing RajmataVijayaraje Scindia Krishi Vishwa Vidyalaya at Gwalior and the third partition was experienced in 2009 with the formation of Nanaji Deshmukh Veterinary Science University at Jabalpur.

Outreach and Present Status

The University is serving 26 districts of Madhya Pradesh through 8 Colleges of Agriculture (Jabalpur, Rewa, Tikamgarh, Ganjbasoda, Waraseoni, Powarkheda, Khurai and Panna); one College of Agricultural Engineering (Jabalpur); 2 Colleges of Horticulture (Rehli and Chhindwara); 4 Zonal Agricultural Research Stations (Jabalpur, Powarkheda, Tikamgarh and Chhindwara), 4 Regional Agricultural Research Stations (Rewa, Sagar, Dindori and Waraseoni), 4 Agricultural Research Stations (Naugaon, Garahakota, Sousar and Tendini) and 22 Krishi Vigyan Kendras spread over seven Agro-Climatic Zones.

Sealed tenders are invited from the experienced, eligible consultant(s)/ Contractor(s) for taking up the following work:-

| Description of work | Location | Cost of tender document | Earnest Money | Contract Period |
|--|------------------------------|-------------------------------|-----------------------------------|--------------------|
| Expression of Interest (EOI) for Engaging / Hiring a Consultant and Services for Getting NABL Accreditation of Crop Quality and Food Product Testing Laboratory, JNKVV, Jabalpur (MP) for a period of five years. The consultant will have to perform all work as mentioned below in the scope of work of consultancy and services. | JNKVV, Jabalpur 482004 | Rs 500/- | Rs. 5,000/- (Five Thousand) | 60 months |

4. Scope of Consultant:

Introduction of ISO/ IEC 17025:2017 to management

- Awareness program on NABL requirements to the core team & laboratory personnel for better understanding during the entire tenure.
- Preparation and review of documents like Quality Manual, Standard Operating Procedures, Work Instruction, Master List of Documents and other documents (Like Equipment with traceability, Lab Environment, Training Plan and Implementation, Internal Quality Check plan and implementation, PT/ILC Plan and Implementation etc but not limited to) for Crop Analysis and Food Processing Laboratory, Department of Food Technology, JNKVV, Jabalpur.

Awareness training on:

- 1. Guidance & know-how about calibrations, verifications of the equipment's
- 2. Verification/ validation of methods, if required
- 3. Awareness of uncertainty of measurements & decision rule

- 4. Awareness of Risk Matrix Analysis
- 5. Awareness about Quality Control modes (IQC, ILC, PT)
- 6. Internal audit and Internal Auditor training
- 7. Awareness of Management Review Meeting & Minutes preparations
- 8. Document control and control of records
- 9. Test report generation and guidelines to be followed as per regulatory requirements
- 10. Awareness of skill matrix, gap analysis and training need identification and accreditation process
- 11. Guidance to conduct effectiveness of training program, internal audit and management review meeting before application for pre-assessment
- 12. That consultant will have to prepare the testing scope of the lab and will have to prepare the application for NABL accreditation via online portal.
- 13. Guidance to the laboratory to take necessary corrective action against inadequacy report of the quality manual/ application by lead accessor, if any and to submit the report online.
- 14. Guidance to pre-assessment audit to be carried out by the lead accessor at the laboratory site, if required and take necessary corrective action raised during pre-assessment audit, if any and submission of corrective action report to NABL online.
- 15. Guidance to final assessment at the laboratory site(s) for its compliance to NABL criteria by NABL as per defined scope of work.
- 16. Guidance to the laboratory to take necessary corrective action on the remaining non-conformance(s)/ other concerns and submission of supportive data to NABL online portal within stipulated time period.
- 17. Continuous support to secure NABL accreditation for the period of five years.

SCOPE OF WORK:

| S.N. | Description of work |
|------|--|
| i | Introduction of ISO/IEC 17025: 2005 to top management team. |
| ii | Awareness Programme on NABL requirements to the core team & Laboratory Personnel. |
| iii | Testing, repairing, calibration of Lab equipments |
| iv. | The consultant will have to prepare and provide different documents like Quality Manual, Standard Operating Procedure Manual, Work Instruction Manual, Master List of Documents and other documents (like Equipment with Traceability, Lab Environment, Training Plan and Implementation, Internal Quality Check Plan and Implementation, PT/ILC Plan and Implementation etc.) for Laboratory Quality Management System(LQMS) |
| V. | Calibration and Certification of Lab Instruments and Equipments under the Scope of NABL Accreditation. |

| vi. | The consultant will have to conduct Effectiveness of Training Progamme, Internal Audit, and Management Review Meeting before application for Pre- Assessment. |
|-------|--|
| vii. | The consultant will have to prepare of laboratory's application for NABL accreditation, giving all the desired information with three sets of duly filled in application forms for each field of testing along with two sets of Quality Manual and Application Fees. |
| viii. | The consultant will have to take necessary Corrective Action against the Inadequacy Report of the Quality Manual / Application by Lead Assessor if any and to submit the Report. |
| ix. | Guidance for Pre-Assessment audit to be carried out by the Lead Assessor at the laboratory sites. Guidance will be provided for taking necessary corrective action raised during audit, if any. The laboratory shall submit Corrective Action Report to NABL Secretariat. |
| Х. | Guidance in the Final Assessment at the laboratory site(s) for its compliance to NABL Criteria by NABL Secretariat with an assessment team comprising of a Lead Assessor and other Technical Assessor(s) in the relevant fields depending upon the scope to be assessed. |
| xi. | Guidance to the Laboratory to take necessary corrective action on the remaining Non-Conformance(s) / other concerns and shall submit a report to NABL within a maximum period of 2 months for NABL Accreditation. |
| xii. | The name of lab is crop quality and food product testing lab of Department of Food Science, JNKVV, Jabalpur. The lab usually receive samples for analysis of quality traits from farmers, students, plant breeder, seed companies , food business operators, food products processors, food product companies etc. Under the present market scenario of export of raw material and products and also requirements of the FSSAI government legislation, the analysis report of samples as per govt. norms is mandatory. The department of Food Science and technology is having one crop quality and food product lab that is doing analysis of raw material and process product since long time scientifically as per standard procedures. In view of the demand of present dates NABL certificate is mandatory for customers. In this contact we want our lab NABL certified. Please send me the proposal for following parameters. The scope of analysis of various parameter includes as under: • Moisture • Protein • Crude fibre • Total Ash |
| | Acid soluble AshCarbohydrate |
| | Total Sugar |

| | Reducing Sugars |
|-------|---|
| | Non reducing Sugar |
| | Free Fatty acids |
| | Peroxide value |
| | Iodine value |
| | Refractive Index |
| | Viscosity of oils |
| | Damage starch in refined flour |
| | Total starch |
| | Amylose |
| | Amylopectin |
| | Mineral etc |
| xiii. | Obtaining NABL accreditation for the period of five continuous years. |

5. Qualification Criteria:

Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

| S. No. | Pre-Qualification Criteria | Supporting Compliance Documents |
|--------|---|---|
| 1. | The applicant/ consortium partners shall be a company /partnership / LLP firm registered in India under relevant Act as may be applicable (e.g. Indian Companies Act, 1956/2013; the Partnership Act, 1932 and who have their registered office in India. | Memorandum & Articles of Association with Copy of the Certificate of Incorporation, partnership deed, as may be applicable. |
| 2. | The entity/ firm / any consortium partner should be in the business of providing similar consultancy services for at least 05years as on 15.03.2024 | Certificate by Company Secretary or Managing Partner (as may be applicable) of the Bidder's organization or similar order copy |
| 3. | The applicant has to be in profitable business for the last three consecutive years as on 15.03.2024. Minimum average Turn-over for past 3 years should not be less than 5 Crores | Annexure 5 to be certified & validated by Company Secretary or Managing Partner (as may be applicable) of the applicant's organization in addition to the audited |

| | | balance sheets of last three financial years |
|----|---|---|
| 4. | The bidder / any consortium partner shall have experience of providing similar completed consultancy services to Central/ State Government organizations/ renowned private sector | Copy of the work order/ contract |
| 5. | The consultancy firm / any consortium partner should have at least 5 full time consultants. | Details of the Consultants must be attached |
| 6. | The entity/ firm should not be blacklisted by anyCentral/ State body or Financial institution/ Bank. | Certificate signed by the authorized signatory. |
| 7. | The entity/firm should certify that consultancy services will be provided at Department of Food Technology, JNKVV, Jabalpur, MP | 8, |

The shortlisted applicants will have to visit at the organization premises for detailed presentations and discussions followed by a RFP process.

6. TENDER PRICES

- The Tenderer shall offer for the whole works as described.
- The Tenderer shall fill-in rates and prices for all items of the works described. The rate shall be firm for the duration of Contract period. The quoted rate should be for the entire package i.e. providing end to end solution for testing, calibration of Lab equipments and getting NABL accreditation on completion of the entire process of NABL accreditation. No separate rate to be given for each activity. However, JNKVV reserves the right to ask for break up to justify the quoted rate.
- The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract in the Tender document.

7. EMD Requirements

Earnest Money Deposit (EMD) (to be submitted online):

EMD of Rs. 5,000/= (Rupees Five Thousand only) to be submitted on-line on MP e-tender portal. Receipt generated on-line should be submitted (online and offline). Bank Guarantee will not be accepted towards EMD.

- a. EMD of the bidders who are not qualified during the technical evaluation, will be refunded without any interest on-line by the MP e-tender portal within 15 days from the date of technical evaluation.
- b. After financial evaluation, EMD of L1 bidder will be retained with Purchaser, whereas EMD of remaining bidders will be refunded without any interest online by the MP e-tender portal within 15 days from the date of financial evaluation.
- c. The refund will be credited in account online by MP e-tender portal from where payment of EMD was made by the bidder. It will not be refunded in any other account as demanded by bidder or by any other mode.
- d. EMD amount of the L1 bidder will be refunded without any interest by the University within 30 days after acceptance of purchase order and submission of the Performance Guarantee.
- e. EMD will be forfeited if the vendor withdraws or amends its tender or derogates from the tender in any respect within the period of 30 days. The documents uploaded and attached by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

8. Terms & Conditions:

- (i) The intending tenderer/bidder/consultant/consultancy agency/ consortium must have a Prime Contractor/ Consultant/Consultancy. The intending Tenderer may be proprietary firm or partnership firm or JV (Joint Venture) or a Company registered in Company Act 1956 (amended in 2013). Documentary proof in respect of the above should be provided.
- (ii) The intending tenderer/bidder/consultant/consultancy agency/ any consortium partner must have experience of successfully completed similar nature of works (as defined below) or at least must have completed minimum one Food Quality Testing Laboratory equipments and NABL accreditation along with compliance to Standard ISO/IEC/17025:2005 from NABL in his credit with documentary evidence of satisfactory completion of work during the last 3 years.
- (iii) The bidder will be providing services and consultancy during the entire period of contract i.e. 60 months.

9. Payment Terms:

The payment will be given in five equal installment of the offered consultancy charge for the period of five years. The part payment will be released only after obtaining NABL accreditation certification in each year.

Submission of Important Documents:

- 1. Covering letter of the participating bidder
- 2. Receipt of Tender Fee paid on-line
- 3. Receipt of EMD paid on-line
- 4. Income Tax Return of latest 3 (three) financial years.
- 5. The bidder shall be having minimum average financial turnover of Rs. 5 crores during last 3 years in the relevant business, during the last three years. The bidder shall submit Chartered Accountant audited balance sheet for the last 3 years.
- 6. PAN No. of the firm with supporting document
- 7. GST No. of the firm with supporting document
- 8. Firms/Business Registration documents/Copy of valid Registration Certificate under State/Central/Commercial Sales Act.
- 9. **Annexure-1:** Supplement/Check-List of submitted documents to be provided with Technical Bid
- 10. **Annexure-2:** Compliance/Non-Compliance Statement in support of required Item Specifications
- 11. **Annexure-3:** Tender Terms & Conditions Acceptance Letter (to be given by all participated bidders on firm's letter head)
- 12. Annexure-4:

The Bidder shall also submit an undertaking that the firm never being blacklisted/ banned /non-debarment/declared having delivered dissatisfactory performance by any government / semi-government authority in India for supply of materials / carrying out operations and maintenance work / application development in a notarized agreement on non-judicial stamp paper of Rs. 500/-.

13. **Annexure-5:** Client/User's List (to be submitted by all bidders on firm's letter head)

List of institutes / organizations, where the same quoted work done should be given. Copy of the purchase orders duly signed by the competent authority of the institute should be enclosed.

The bidder should have done at least 3 numbers of quoted/ similar consultancy work in India within the last three calendar years

14. Annexure-6 - Acceptance of Terms & Conditions by successful bidder:

The successful bidder should make a notarized agreement on nonjudicial stamp paper of Rs. 1000/- stating that the aforesaid "Terms and Conditions" are agreeable to the Bidder. This should be signed and stamped in the presence of two witnesses and purchaser.

15. Disputes arise, if any, will be resolved through process of arbitration.

The Vice Chancellor, JNKVV, Jabalpur or his authorized representative shall be the sole arbitrator whose decision in the matter shall be final and binding to all parties.

16. J.N. Krishi Vishwa Vidyalaya reserves the right to accept or reject any or all offers in full or in part without assigning any reason (s) thereof depending upon the availability of funds.

10. Tendering Format

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

1. Technical bid

Online bids should be submitted containing scanned copy of all documents for documentary proof, for fulfilling qualifying criteria/requirements failing which the offer shall liable to be rejected. All document as specified in "Procedure for on-line Submission of Tender Document" should be submitted online.

2. Financial bid

- a. The financial bid shall be submitted in the enclosed format in Annexure-2, only online through MP e-commerce website. No financial information should be submitted at any time in print during the tender process. Any such instance occurring will make the bid unresponsive.
- b. The quoted price shall be inclusive of all charges
- c. The rates shall be quoted strictly in the given format and should be inclusive of all taxes, duties, Entry Tax, Statutory Charges, Insurance, Permit Charges, P&F charges, Freight etc. (including purchaser liability, if any) as CIF charges to respective locations to avoid any post consequences/discrepancies. However, all applicable Taxes & Duties should be clearly mentioned by the supplier at the time of supply in their invoice. Supplier should submit documentary proof of all at-actual payments with their invoice.
- d. The Bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.
- e. Any column in the online submission of financial bid which is left blank will be considered as zero and as included in the rate quoted for the instrument.

11. Amendment of Tender Document

• The corrigendum/addendum shall be published in e-procurement website

(https://mptendrs.gov.in/nicgep/app) and University website (www.jnkvv.org) after pre-bid meeting held on scheduled date.

12. Opening of Tender (Technical Bid)

- 1. The technical bids will be opened on due date as defined under important dates. In case of date of opening is declared as holiday, tender will be opened on next working day at same time.
- 2. Only those bidders shall be considered qualified who submit requisite EMD and documents accepting all the terms & conditions of the Tender document unconditionally and meet the qualifying requirements including item specifications given in the Tender document. The decision of the JNKVV shall be final and binding in this regard.

13. Evaluation of Tender (Technical Bid)

- 1. The technical aspects and commercial terms of the documents submitted as part of the technical bids shall be scrutinized by a technical committee constituted by the JNKVV.
- 2. The technical committee will also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of Bidder in the field, the financial solvency etc.
- 3. The decisions of the technical committee on whether the tenders are responsive or non-responsive or requiring clarifications will be intimated to respective bidders.
- 4. If deemed necessary, as in the case of sophisticated equipment, the JNKVV may decide for an onsite verification of technical claims of a bidder at the bidder's own applications lab before completing the technical evaluation.

14. Evaluation of Financial Bid

- 1. The financial bids of the technically qualified Bidder(s) will be opened online after completion of evaluation of technical bids. The date of opening of financial bids will be announced by JNKVV after completion of technical evaluation.
- 2. The opening of the financial bid shall be done online by JNKVV by a committee constituted for this purpose.
- 3. Bidder shall refer to the financial bid format included in this tender document and quote the financials in the respective fields and to be submitted online.

- 4. Financial bid offered shall be all inclusive, and with option for quoting in INR or foreign currency. Financial comparisons will be based on the exchange rates of the quoted currencies to Indian Rupee, as on the morning of the financial bid opening date.
- 5. Financials quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6. Financial variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the running contract period **before releasing the Purchase Order** on receipt of proper documents.

15. Purchase Order and Terms of Payment

- 1. The purchase order will be issued to the successful bidder after the tender evaluation process. The bidder should then submit the acceptance of the purchase order and Acceptance of Terms & Conditions (Annexure-11) a notarized agreement on non-judicial stamp paper of Rs. 1000/- stating that the aforesaid "Terms and Conditions" are agreeable to the Bidder.
- 2. Subsequently, the bidder will submit the **Performance Guarantee** amounting to 3% of the total quoted cost in required mode as stated earlier. Payment of submitted bill will be released from JNKVV only after the receipt and confirmation of the Performance Guarantee, successful installation, commissioning and training reports from the user/authority.
- 3. The payment shall be made in the currency specified in the contract. The supplier shall send the payment claim (with relevant documents, as required) to the appropriate paying authority as will be specified in the purchase order issued. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment has been duly fulfilled.

16. Period of Validity:

The bid shall remain valid for a minimum period of **180 days** from the date of opening of the technical bid.

17. Applicable Law and Legal Jurisdiction

The CONTRACT shall be governed and construed by Laws of India. Any legal proceedings relating to the CONTRACT shall be limited to courts of law under the jurisdiction of **High Court of Jabalpur (MP).** The disputes, legal matters, court matters, if any shall be subject to Jabalpur (MP), India jurisdiction only.

18. Force Majeure:

JNKVV may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes or any other act beyond control of the bidder. In such case, no financial and other liabilities will be borne by JNKVV.

19. Arbitration:

All disputes/claims of any kind arising out of supply, implementation, commissioning, acceptance, warranty maintenance etc under this Contract, shall be referred by either party (JNKVV or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by JNKVV. The arbitration proceedings shall be conducted in English and as per the provisions of Indian Arbitration and Conciliation Act. The decision of the Arbitrator shall be final and binding on both the parties.

Financial Bid Format (to be submitted on-line):

The financial bid should be submitted online via MP e-commerce website in the format given below. This format is not for submission as print document, and is only for guidance while submitting the financial bid online.

Tender Inviting Authority: Dean, College of Agriculture, JNKVV, Jabalpur

Name of Work: Gas Chromatograph (GC)

Contract No: Tender No.: IPRO/Project/Funding Agency/Dept. Name/2024/......

| Name of the Bidder/ | |
|---------------------|--|
| Bidding Firm / | |
| Company : | |
| | |

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

BOQ

| Description of work | Location | Consultancy Charges | Taxes | Total |
|---|------------------------------|------------------------|-------|-------|
| Expression of Interest (EOI) for Engaging / Hiring a Consultant and Services for Getting NABL Accreditation of Crop Quality and Food Product Testing Laboratory, JNKVV, Jabalpur (MP) for a period of five years. The consultant will have to perform all work as mentioned below in the scope of work for | JNKVV, Jabalpur 482004 | | | |
| consultancy and services | | | | |

All prices quoted should be in Indian Rupees only.

Tender No.: IPRO/Project/unding Agency/Dept. Name/2023/...... Dated:..../..../....

Supplement/Check-List to be provided with Technical Bid

ITEM No._____NAME _____

| SI. No. | Information required | Yes/No | Page No. in the Tender | Provide Details |
|------------|---|--------|---------------------------------|--------------------|
| | Duly filled Tender Form along with the Technical Compliance statement(All the pages should be signed & initialed) | | | |
| 1. | Covering letter of the participating firm/bidder attached | | | |
| 7. | Payment terms accepted as per tender document | | | |
| 8. | Order to be placed on | | | |
| 9. | Bid Validity period (days) | | | |
| 12. | Technical literature in support of item specifications attached | | | |
| 13. | Receipt of Tender Fee paid on-line | | | |
| 14. | Receipt of EMD paid | | | |
| 15 | Income Tax Return of last 3 (three) financial years. | | | |
| 16 | CA audited balance sheet for the last 3 years having minimum average financial turnover of Rs. 5 crores and above in the relevant business. | | | |
| 17 | Minimum experience of 3 years in the relevant field | | | |
| 18. | PAN No. of the firm with supporting document | | | |
| 19. | GST No. of the firm with supporting document | | | |
| 20. | Firms/Business Registration documents/Copy of valid Registration Certificate under State/Central/Commercial Sales Act | | | |
| 22. | Signed and put company seal on each page of bid | | | |

| SI. No. | Information required | Yes/No | Page No. in the Tender | Provide Details |
|------------|---|--------|---------------------------------|--------------------|
| 23 | Annexure-1: Supplement/Check-List to be provided with Technical Bid | | | |
| 24 | Annexure-2: Compliance / Non-Compliance Statement in support of Item Specifications | | | |
| 28 | Annexure-3: Tender terms & conditions Acceptance Letter (to be given by all participated Bidder on firm's letter head) | | | |
| 29 | Annexure-4: Undertaking regarding Not Blacklisted/ Non–Debarment (to be submitted by all bidders on Rs. 500/- non-judicial stamp paper) | | | |
| 30 | Annexure-5: Format for submitting Client/User's List (to be submitted by all bidders on firm's letter head) | | | |
| 31 | Any other item which bidder would like to include in support. | | | |

DECLARATION

The terms and conditions as mentioned in the tender are acceptable to us.

Signature and Seal of Bidder

Tender No.: IPRO/Project/unding Agency/Dept. Name/2023/...... Dated:..../..../....

Compliance / Non-Compliance Statement

Compliance statement as per the template shall be provided along with the tender.

| S. No. | Component | Specifications | Compliance Yes/No | Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant | Technical Justification for the Deviation, if any. If specification is superior / inferior than asked for in the enquiry, it should be clearly indicated in the justification |
|-----------|-----------|----------------|----------------------|--|---|
| | | | | | |

Annexure-3

Tender Acceptance Letter

(To be given by all participated Bidder on firm's letter head)

No..... Dated.....

Τo,

The Dean

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: Name of Tender/Work:

Dear Sir,

- I/We have downloaded / obtained the tender document(s) for the above mentioned `Tender' from the web site(s) namely: https://mptenders.gov.in/nicgep/app as per your NIT / advertisement, given in the above mentioned website.
- 2. I/We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I/We do hereby declare that I / We have read and understood the entire technical specification laid down in the tender document and has prepared the technical bid in compliance with the technical requirements specified in the document.
- 6. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit / security

deposit absolutely.

7. The bid shall remain valid for a minimum period of 180 days from the date of opening of the technical bid.

Date:

Yours Faithfully,

Authorized Signatory (Signature of the Bidder, with Official Seal)

Undertaking regarding Not Blacklisted/ Non – Debarment

(To be submitted by all bidders on notarized agreement on non-judicial stamp paper of Rs. 500/-)

No..... Dated.....

Non-Blacklisting declaration in connection with Tender No.: dated:regarding NABL accreditation consultancy work

Ref: Tender No.:

Sir,

This is to notify you that our Firm/Company/Organization <<u>provide Name of</u> <u>the Firm/Company/Organization</u>> intends to submit a proposal in response to Tender No.:..... dated for the NABL accreditation consultancy work In accordance with the above we declare that:

- 1. We / Our Firm are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- 2. We/ Our Firm are not Blacklisted/ De-registered/ Debarred by any Central/ State Government/ Agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ Private Sector or any other agency or any Regulatory Authorities in India or any other country in the world for any kind of criminal, corrupt or fraudulent activities for which we have Executed/ Undertaken the supply/works/ services.

It is understood that if this Declaration is found to be false, JNKVV shall have the right to reject the proposal, and can take/initiate legal action against our firm.

Yours Faithfully,

Authorized Signatory (Signature of the Bidder, with Official Seal)

Format for submitting Client/User's List

(To be submitted by all bidders on firm's letter head)

Tender No.: IPRO/DAC/RKVY/2023-24/35 dated 14.3.2024

| S. No. | Institute name | Complete address of site | Name, Designation, contact number, e-mail id | Analysis scope (matrix) | Purchase Order No. and date | Current status | Performance Report included |
|-----------|-------------------|--------------------------------|--|-------------------------------|-----------------------------------|----------------|-----------------------------------|
| | ABL ultancy | | | | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| | | | | | | | |

Signature of Bidder Name and Designation

Date:

Place:

Format of Agreement

(To be submitted by successful bidder (L1) in Rs. 1,000/- Non-Judicial Stamp Paper duly Notarized)

WHEREAS the Supplier has also deposited with the Purchaser (JNKVV) a sum of Rs.....as earnest money for the execution of an agreement undertaking the due fulfillment of the contract in case his quotation is accepted by the JNKVV.

WHEREAS on acceptance of the offer and on awarding the Purchase Order, the Supplier has agreed to execute an agreement with the Purchaser (JNKVV) incorporating all the terms and conditions under which the Purchaser (JNKVV) accepted his quotation/offer.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- 1. The SUPPLIER shall make the supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.
- 2. The tender documents and the Purchase Order issued to the Supplier shall be part of this AGREEMENT and all the terms and conditions therein shall be binding on the SUPPLIER.

- 3. In case the Supplier fails to execute the contract as per the terms and conditions governing the contract, the Purchaser (JNKVV) shall have power and authority to recover from the Supplier any loss or damage caused to the Purchaser (JNKVV) by such breach as may be determined by the Purchaser (JNKVV) by appropriating the earnest money deposited by the Supplier and if the earnest money is found to be inadequate the deficit amount may be recovered from the Supplier and his properties movable and immovable in the manner hereinafter contained.
- 4. All sums found due to the Purchaser (JNKVV) under by virtue of this agreement shall be recoverable from the Supplier and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner the Purchaser (JNKVV) may deem fit.
- 5. In witness where of Shri. (name and designation) for and on behalf of the Dean, and Shri. on behalf of the Supplier have hereunto set their hands on the day and year shown after their respective signatures herein below.

| SIGNED & DELIVERED | SIGNED & DELIVERED |
|---|-----------------------|
| FOR AND ON BEHALF OF | FOR AND ON BEHALF OF |
| PURCHASER (JNKVV) | THE SUPPLIER |
| | |
| (Name & Designation) | (Name & Designation) |
| | |
| (THIS THEDAY OF Month | Year) |
| | |
| IN THE PRESENCE OF: IN THE PRESENCE OF: | |
| | |
| 1. (Name & Signature) | 1. (Name & Signature) |
| | |
| | |
| 2. (Name & Signature) | 2. (Name & Signature) |
| | |
| | |