



**Department of Cooperation, Marketing and Textiles
(Government of Maharashtra)
Asian Development Bank (ADB) funded
Maharashtra Agribusiness Network (MAGNET)
Project.**

Address :-

**Project Management Unit,
386/2, 10th Floor, Sharda Chambers,
Shankarsheth Road, Pune – 411037
Phone No. (020) 24206000
E-mail: projectadb@msamb.com
Web: www.magnetadb.com**

**eTender for selecting travel agency for facilitating
study tours, exposure visits, trade fairs and
exhibitions under MAGNET project**

E-TENDER NOTICE No. MAGNET SOCIETY/MAGNET/PMU/ AGRIBUSINESS/02/2024-25

Date:29/01/2025

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Name of Tenderer :- _____

Address :- _____

SEAL & SIGNATURE OF TENDERER

MAHARASHTRA AGRIBUSINESS NETWORK - MAGNET SOCIETY

Maharashtra Agribusiness Network (MAGNET) Project.

**Project Management Unit,
386/2, 10th Floor, Sharda Chambers,
Shankarsheth Road, Pune – 411037**

Phone No. (020) 24206000

Email :- projectadb@msamb.com

Websites:- www.magnetadb.com / www.msamb.com

E-TENDER NOTICE No. MAGNET SOCIETY/MAGNET/PMU/ AGRIBUSINESS/02/2024-25

Date:-29 /01/2025

Tenders are invited through electronic tendering system (E-tender) from reputed, experienced and registered bidders with the pre-qualifying requirements as below.

| Sr. No. | Particulars | Quantity | Estimated cost (INR In Lakhs) | Cost of blank Tender form (Non Refundable) |
|----------------|--|------------------------------|---|---|
| 1 | Selecting travel agency for facilitating study tours, exposure visits, trade fairs and exhibitions under MAGNET project. | As per Appendix "B" enclosed | 486.48 Lakhs +GST | Rs.3000/- + 18% GST Rs.540 = Total Rs.3540/- |

Date of issue :- Date 29/01/2025 to 06/03/2025

Last date of submission :- Up to 06/03/2025 up to 17:00 Hrs.

Date of opening :- 07/03/2025 at 15:00 Hrs at MAGNET SOCIETY, Maharashtra Agribusiness Network (MAGNET) Project , Project Management Unit,386/2, 10th Floor, Sharda Chambers, Shankarsheth Road, Pune – 411037

Agencies are requested to register themselves for E-tenders online; bidding documents can be seen and downloaded from the website "<http://mahatenders.gov.in>". The bid can be submitted in electronic format on the website "<http://mahatenders.gov.in>" under tenders by organization name Maharashtra Agribusiness Network - MAGNET Society Project and blank tender documents can be accessed. Tenders will be opened if EMD & Tender fee is deposited Online & fulfilling prequalifying criteria. For further details access website. Bidders / its authorized representatives are requested to be present at the time of tender opening.

Right to reject any or all tenders without assigning any reason is reserved.

Project Director

| |
|--|
| MAHARASHTRA AGRIBUSINESS NETWORK - MAGNET SOCIETY |
| Maharashtra Agribusiness Network (MAGNET) Project. Project Management Unit, 386/2, 10th Floor, Sharda Chambers, Shankarsheth Road, Pune – 411037 Phone No. (020) 24206000 |

E-TENDER NOTICE No. MAGNET SOCIETY/MAGNET/PMU/ AGRIBUSINESS/02/2024-25
Date:-29/03/2025

(ONLY THROUGH ELECTRONIC TENDERING SYSTEM)

Tenders are invited for selecting travel agency for facilitating study tours, exposure visits, trade fairs and exhibitions under MAGNET project through Electronic Tendering System (E-tender) by Project Director, **Maharashtra Agribusiness Network (MAGNET) Project of MAHARASHTRA AGRIBUSINESS NETWORK - (MAGNET SOCIETY)** from reputed, experienced and registered bidders with the pre-qualifying requirements as detailed under for the following services.

| | | |
|----------------------------|----|--|
| Name of Work | :- | Selecting travel agency for facilitating study tours, exposure visits, trade fairs and exhibitions under MAGNET project. |
| E.M.D. | :- | Rs.1,50,000 /- As per Appendix – A |
| Cost of tender form | :- | Rs.3540/- |
| Date of issue | :- | From Date 29/01/2025 to 06/03/2025 |
| Pre bid Meeting | :- | Date :- 06/02/2025 at 15:00 hrs onwards |
| Date of Submission | :- | Up to Date:- 06/03/2025 up to 17.00 Hrs. |
| Date of opening | :- | Preferably 15:00 Hrs on 07/03/2025 at MAGNET SOCIETY, Maharashtra Agribusiness Network (MAGNET) Project, Project Management Unit, 386/2, 10th Floor, Sharda Chambers, Shankarsheth Road, Pune – 411037 or any further date declared by Magnet Society by prior intimation to all concerned. |

Registration for E-Tendering –

For participating in the tenders, online vendor registration is mandatory. Online vendor registration is already open on this site <http://mahatenders.gov.in>. The Bidder has to get registered online by uploading following documents / information.

- (i) Permanent Account No. (PAN) / I.T. Clearance Certificate, and / or proof of filling of IT Returns.
- (ii) Address Proof & Name, address, two photos, mobile number & E-mail address of contact person.

- (iii) Blank Tender Documents will neither be issued manually nor be sent by post or courier. Blank tender document can be viewed, downloaded by registered intending tenderer online on website "<http://mahatenders.gov.in>." from above mentioned dates. Tender fee & EMD amount has to be paid online only. Depositing the Tender Cost & EMD by Cash/Demand draft/ Bank Guarantee/FDR will not be allowed.
- (iv) If required, necessary help to registered Bidders for filling of E-tender and allied matter will be given by the Agribusiness section of PMU, MAGNET Project .
- (v) Tenders (Technical Bid & Commercial Bid) duly filled in as per the procedure stipulated in the tender document and duly signed with digital signature will be received online upto above mentioned date. It is advisable to submit the digitally signed tenders in advance of due date & time so as to avoid last minute trafficking at server. Technical bid will be opened online on the date mentioned above. After opening of Technical bid & its scrutiny, the Commercial bid submitted by the tenderer who have been qualified in Technical Bid will be opened on the same day if possible or the date of opening of the Commercial bid will be intimated to the tenderer subsequently. In case, the above submission date happens to be a Public Holiday, the immediate next working day will hold good in lieu of the date mentioned. The physically submitted offer will not be accepted or considered.
- (vi) Bid shall be treated as 'invalid' if scanned copies as mentioned above are not submitted online along with the bid.
- (vii) No such reasons as failure of Internet, Server, Electricity etc or at the time of Purchasing the tender or filling the tender form shall be entertained by the MAGNET SOCIETY and MAGNET SOCIETY shall not be held responsible for failure of intending tenderer to submit tender online. Hence it is advisable to take due precaution to submit digitally signed tender well in advance.
- (viii) Technical Bids will be opened online on above mentioned date & time on website '<http://mahatenders.gov.in>' in the office of Maharashtra Agribusiness Network – MAGNET SOCIETY, PMU, 386/2, 10th floor, Sharda Chambers, Shankar Sheth Road , Pune - 411037. Tenderer or his authorized representative may remain present.
- (ix) Time and Date of opening of financial bids will be informed by email to responsive tenderer if not opened on above mentioned date.
- (x) The successful tenderer shall, within 15 days from the date of intimation of the acceptance of their tender, deposit with an interest free security deposit of 1% of Total contract value in the form of Bank Guarantee from a Nationalized/ Scheduled commercial Bank in the name of MAGNET SOCIETY, PMU.
- (xi) The guidelines to download the tender document and online submission of bids and

procedure of tender opening can be downloaded from website <http://mahatenders.gov.in>.

- (xii) Earnest Money Deposit of Rs.1,50,000/- (One Lakh Fifty Thousand Only) has to be paid Online only. EMD in any other form like Cash or Cheque or F.D.R / Bank Guarantee or D.D. will not be accepted. Any type of Exemption for EMD & SD is not applicable to any type of tenderer. Every tenderer has to pay EMD online.
- (xiii) The amount of Earnest Money (EMD) will be forfeited in case successful tenderer does not pay the amount of initial security deposit as mentioned above, within the time specified, and complete the contract documents. In all other cases earnest money will be refundable. Further it may be noted that successful tenderer who fails to execute agreement with necessary Security Deposit may be debarred from participation for any future works upto 5 Years in MAGNET SOCIETY.
- (xiv) The tender submitted by the tenderer shall remain valid for a period of 120 days from the date of opening of financial Bid. MAGNET SOCIETY reserved the right to extend this period.
- (xv) Tenders, who do not fulfill all or any of the conditions or are incomplete in any respect, are liable to be rejected summarily.
- (xvi) This notice inviting tender shall form part of the tender agreement.
- (xvii) Tenders sent by post/couriers will not be accepted. Further MAGNET SOCIETY does not accept any responsibility for inability to use and/or for any delay in service provided by the website. In case of any query tenderer may call Agribusiness Section of Maharashtra Agribusiness Network (MAGNET) PROJECT – MAGNET SOCIETY, PMU office, Pune.
- (xviii) MAGNET Society reserves the rights to verify the information / document/s submitted. It also reserves the right to inspect the office premises of the interested Tenderer and/or conduct reference verification to check the eligibility of the Companies to execute the Project.
- (xix) The right to reject any or all tenders after specifying reasons is reserved by the MAGNET SOCIETY.

Project Director

MAHARASHTRA AGRIBUSINESS NETWORK - MAGNET SOCIETY

**Maharashtra Agribusiness Network (MAGNET) Project.
Project Management Unit,
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APPENDIX – A

The Tenderer has to comply with the following requirements while submitting the tender (Scanned / PDF of Original/Attested copies of documents).

Envelope No.1 (TECHNICAL BID):- shall contain following documents

| Sr.No. | Documents |
|---------------|---|
| 1 | EMD OF Rs.1,50,000/- (IN WORDS Rupees One Lakh Fifty Thousand Only) |
| a | Tenders shall be submitted online, EMD & Tender fee payment will be accepted through online only. Scanned copy of slip generated by E-payment Gate way mentioning UTR number should be submitted online along with the bid. *Tenders not accompanied by prescribed Earnest Money will be summarily rejected. |
| b | Eligibility Criteria:- (Envelope No 1) Only those tenderers who possess the following eligibility criteria shall apply. Tenderers shall submit documentary proof of eligibility criteria in desired format as detailed in the tender schedule. Tenders not meeting the eligibility criteria will be summarily rejected. <ol style="list-style-type: none">1. The Tenderer must comply with the legal requirements of tour operator business in India and have been operational for at least the last five years.2. The Tenderer is required to have some form of recognition from the Ministry of Tourism, Government of India3. The Tenderer must have approval from the International Air Transport Association (IATA).4. The Tenderer should have an operational office in Maharashtra state.5. The Tenderer should have sufficient networks in the stated destination locations in order to facilitate smooth conduct of the tours and add local knowledge.6. The Tenderer should be an established company/firm in the field of tour management, tourism, event organizing, and should have been in this business for the period of last five years as on 31.03.2024 and have executed at least two such type of tours in last year.7. The Tenderer should have audited annual turnover of minimum Rs. 2 crore in the any of the last 5 financial years (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24) |

| | |
|--|---|
| | <p>8. The Tenderer must have a positive net worth of Rs.50 Lakhs for any one year in last five consecutive financial years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24).</p> <p>9. The travel agent should hold a full fledged money changer (FFMC) license issued by RBI. The Tenderer should provide travel Insurance service, Visa arrangement and related works on PAN India & International basis.</p> <p>10. Preference will be given to companies / firms having experience with at least three work orders from Government Department / Government Undertaking project for similar nature of work execution of an international donor (such as ADB / World Bank) assisted Project / Nationalized Banks /Public sector Undertakings (State / Central Govt) . In this case, the Tenderer should have experience of having successfully completed similar type of Projects in Government Department / Government Undertaking project for similar nature of work execution of an international donor (such as ADB / World Bank) assisted Project / Nationalized Banks / Public sector Undertakings (State / Central Govt) during last 5 financial years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24).</p> <p>11. Tenderer should submit copy of GST Registration.</p> <p>12. Tenderer should submit certified copy of PAN card.</p> <p>13. Tenderer should submit the Income Tax Return (ITR).</p> <p>14. Tenderer should submit the Affidavit executed on five hundred rupees stamp paper as per Annexure H.</p> |
|--|---|

(SIGNATURE OF TENDERER)

Encl: As stated above.

Name :

Address :

Place :

Date :

Name of Witness :

Address :

Encl: As stated above.

(Signature of witnesses with date)

MAHARASHTRA AGRIBUSINESS NETWORK - MAGNET SOCIETY

**Maharashtra Agribusiness Network (MAGNET) Project.
Project Management Unit,
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APPENDIX – B

Scope of work

- A)** Scope of work for selecting agency for facilitating study tours, exposure visits, trade fairs and exhibitions under MAGNET project of Maharashtra Agribusiness Network (MAGNET) PROJECT – MAGNET SOCIETY, Pune to be provided by tenderer :-

Background :-

The State of Maharashtra acting through the MAGNET Society is wholly responsible for the execution (and implementation through the Maharashtra State Agricultural Marketing Board and selected Participating Financial Intermediaries) of the Project, as agreed jointly between the borrower and Asian Development Bank (ADB), and in accordance with the policies and procedures of the state government, and ADB. ADB is responsible for supporting implementation including compliance by executing and implementing agencies of their obligations and responsibilities for project implementation in accordance with ADB's policies and procedures.

Maharashtra is one of the leading fruits and vegetables producing states in India. It has emerged as one of the country's largest exporters of fruits and vegetable crops. In terms of production, the State accounts for 11% of total fruits and 5% of total vegetables produced in the country. Forty percent (40%) of fruits and vegetables are lost or wasted in different stages of the agriculture value chains, of which 60% of waste happens between the farm and the end-consumer. These losses can be reduced by proper post-harvest practices and agriculture value chain facilities especially warehousing and cold chain facilities. Cold chain development is challenging due to high initial investment requirements for refrigerator units and land, lack of supporting infrastructure for power supply and transport, and inadequate capacity in the handling of perishable produce. Enhancing networks of farmer producer organizations (FPOs) with storage and cold chain facilities can significantly increase their business opportunities and contribute to food safety and security.

It has been observed that although a large number of FPOs are formed, their technical and financial capacities in farming, post-harvest handling, and marketing of horticultural produce are still limited, and a majority of the FPOs are dominated by men in decision-making. Not many FPOs have sustainably integrated within the organized supply chain of the industry, SMEs or even start-ups for that matter.

Despite ample opportunities for Maharashtra's horticulture growth that contributes to poverty reduction of farmers, they face challenges related to the agricultural sector's structural issues. While 80% of agriculture in rural Maharashtra is operated by marginal farmers, they still largely practice subsistence farming and do not grow produce to sell in the markets due to a fragmented land ownership structure. Most do not have direct access to emerging, lucrative, and high-value markets and rely on traditional marketing channels, which often involve multiple layers of traders and preharvest contracts and offer no price incentives or bargaining power to the farmers.

In order to address the above context, the Government of Maharashtra has availed financing from the Asian Development Bank (ADB) to support the development of the horticulture sector and agribusiness in the state through the Maharashtra Agribusiness Network (MAGNET) Project.

Department of Marketing, Government of Maharashtra through MAGNET Society is the Executing Agency for the project. The project is proposed to be implemented by Maharashtra State Agricultural Marketing Board (MSAMB) and selected Participating Financial Intermediaries (PFIs). A project management unit (PMU) is set up within the MAGNET Society in Pune. The PMU is being assisted by 8 regional project implementation units at the division level (PIUs).

The project aims to support value addition in post-harvest segments of targeted horticulture value chains, facilitate agribusiness investment, stimulate FPOs and value chain operators (VCOs) within the value chain, support resilient horticulture production systems and enhance private sector participation.

The project is expected to enhance food security through the reduction of waste and alleviate rural poverty by providing rural farmers enhanced opportunities for productivity, participation in the value chain, and income generation. In doing so, the project aims to mainstream opportunities for women and vulnerable groups by developing and implementing a gender action plan.

The project will focus on horticulture value chains in selected 15 horticulture crops that include Pomegranate, Banana, Guava, Orange, Sweet lime, Sapota, Custard apple,

Strawberry, Okra, Chilly (green and red), Flowers, Lime, Mango, Snake gourd and Cashew.

The project is focused on below three outputs.

Output 1: Capacity enhanced for value chain integration of FPOs - through advisory services on crop-specific guidelines on harvest quality, postharvest handling, processing, and relevant certification; introduction of best practices to enhance productivity, quality, and safety to meet the market/export requirements; capacity building on drawing business plans, organizational/ financial management systems, state-of-the-art technologies on cultivation, marketing strategies.

Output 2: Financial support provided for FPOs and VCOs to improve post-harvest practices - by providing financial intermediation loan (FIL) and a matching grant to FPOs and value chain operators, including post-harvest and processing facilities in the form of working capital, Capex, and investment loans to support the implementation of their business plans.

Output 3: Agriculture value chain improved and operational for the target horticulture crops - through a) expansion and modernization of the existing sixteen (16) facilities of MSAMB and the development of three (3) new facilities to address gaps in the overall value chain including pre-cooling, cold storage, and strengthening the existing training facility of the National Institute of Post-harvest Technology (NIPHT) at Talegaon (Pune). The project will cover 20 civil construction sites while enhancing climate and disaster resilience and reducing greenhouse gas emissions.

Study Tour & Exposure Visit and Trade fairs & Exhibitions under MAGNET Project :-

In order to expose producers to the best practices being employed by their peers in different regions and at different stages of crop production, the MAGNET project is supporting educational tours and exposure visits for groups of nominated farmers under output 1. In line with the vision of the project to enhance the marketability of target crops, the study tour component intends to build the capacity of producers in response to current market practices, avenues for value addition, and human resource development in horticulture.

Selected farmers will get an opportunity to observe agriculture value chains through exposure visits made to various crop clusters in the state. Exposure visits outside the state will give an opportunity for producers to learn from exposure and discussions with various crop-clusters of the focus crops outside of Maharashtra. The exposure visits to

international institutions/ organizations/ fairs will provide an opportunity to the farmers to experience the state-of-art technologies and innovations around the globe.

Visit to trade fairs and exhibitions will give an understanding to the farmers regarding the product requirements, packaging requirements and pricing at the international level. It will present an opportunity to farmer producer companies and value chain operators to showcase and market their products at an international level.

Details of study tours and trade fairs with reference to the work as mentioned in this E-tender-

1. Study Tours/ Exposure Visits -

A. Within State

Key horticulture clusters across Maharashtra will be the focus in this study tour.

Tour details

- Duration of tour: 3 days
- Batch Size: 21 (20 farmers and 1 officer from PMU/ PIU)
- Tour Batch Coordinator: Representative from respective PIU of MAGNET Project

B. Outside State

Key horticulture clusters across India will be the focus in this study tour.

Tour details

- Duration of tour: 7 days
- Batch Size: 25 (20 farmers and 5 officers from PMU/ PIU)
- Tour Batch Coordinator: Representative from PMU and respective PIU of MAGNET Project

C. International

Key horticulture clusters across the globe will be the focus in this study tour.

Tour Details

Duration of tour: 7 days

Tour Batch size: 25 (20 farmers and 5 officers from PMU/ PIU)

Tour Batch Coordinator: Representative from PMU

The following themes and key international destinations linked with the target MAGNET crop horticulture value chain have been identified.

| Market study tour (Tentative) | Production study Tour (Tentative) |
|---|--|
| <ul style="list-style-type: none"> • Dubai • Singapore, Malaysia and other southeast Asian countries • Japan • USA • China • Europe • Russia | <ul style="list-style-type: none"> • Philippines • China • Israel • Europe – Horticulture potential countries • Mexico • South Africa • Ecuador |

The project is collaborating with leading institutions in horticulture sector at global level to facilitate the study tour and exposure visit and accomplish the desired objectives of the tour.

2. Trade fairs and exhibitions -

The project will also facilitate exposure visits to some of the leading expos and fairs. The indicative list is as below:

| Domestic (tentative) | International (tentative) |
|--|--|
| <ul style="list-style-type: none"> • AAHAR • Annapoorna • KISAN • Agri Expo India • AGRI INTEX • Agro Vision • Farm Tech Asia | <ul style="list-style-type: none"> • Gulfood Dubai • Fruit Logistica • Asia Fruit Logistica • SIAL • Foodex Japan • Summer Fancy Food Show • World Food Moscow etc. |

The locations to be visited and exhibitions to be participated in shall be at the sole discretion of the MAGNET project.

Plan of study tours, exposure visits and trade fairs with reference to the work as mentioned in this E-tender-

Under MAGNET project, the following activities are targeted for the project period (Excluding within Maharashtra Tours) -

1. Study Tours and Exposure Visits

- Within state: 400 number of participants
- Outside state: 400 number of participants
- International: 300 number of participants
- Study tour for MAGNET staff (outside state): 50 participants
- Study tour for MAGNET staff (international): 30 participants

2. Trade Fairs and Exhibitions

- Domestic: 15 (number of trade fairs/exhibitions)
- International: 10 (number of trade fairs/exhibitions)

Of the above project targets, the following tours/visits and exhibitions/fairs are to be executed in an year . Project will communicate separately plan of tours/visits and exhibitions/fairs are to be executed for the financial year.

FY- 2024-25 annual Plan as approved in the project steering committee meeting dtd.12.06.2024 is as follows;

1. Study Tours and Exposure Visits

- Within state: 120 number of participants
- Outside state: 80 number of participants
- International: 60 number of participants
- Study tour for MAGNET staff (outside state): 20 participants
- Study tour for MAGNET staff (international): 12 participants

2. Trade Fairs and Exhibitions

- Domestic: 3 (number of trade fairs/exhibitions)
- International: 3 (number of trade fairs/exhibitions)

Scope of Work and Detailed Tasks for the agency -

1. MAGNET Society seeks to appoint an agency for facilitating study tours, exposure visits, trade fairs and exhibitions under MAGNET Project.
2. The agency would be required to provide ancillary support for farmers groups, value chain operators including women participants, to navigate the events and tour destinations.
3. Previous experience in organizing such study tours under a governmental/non-governmental program/ Nationalised Banks / Public sector undertakings is desired.
4. The following services must be provided under this contract:
 - i. Round trip road / train / air travel as the case may be; Airlines will be selected by PMU of the project.
 - ii. Provide round trip flight tickets (economy class only), and local transportation (round trip) of the participants to the place of side seeing for the entire period of stay.

- iii. Provide participants with 4 STAR hotel rooms (or as directed by Project),
- iv. Local travel / commutation arrangements within the destination cities (including reporting point pick up and drop off);
- v. Arranging various documents / permissions required from relevant authorities to visit any city / country / institution etc;
- vi. Assistance in obtaining visa and insurance support in case of international tours.
- vii. Travel insurance of the participants during the duration of the study tour and exposure visits and trade fairs & exhibitions;
- viii. Hotel reservation in destination locations (including breakfast). Hotel class will be selected as per need of the tour / event. Hotels will be selected by PMU of the project ;
- ix. Provision of lunch and dinner during the course of the study tour. The restaurants for lunch and dinner will be chosen according to the needs of the study tour;
- x. Presence of a guide / simultaneous interpreter (If required by project) with English & Hindi language skills while in destinations out of Maharashtra / India;
- xi. Presence of a local office in the region of visit or tie-up with local travel/tour operator;
- xii. Designated tour manager for each tour.
- xiii. Official tour of MAGNET staff shall also be facilitated only for ticket reservations.

MAGNET society reserves the right for update in scope of services as and when required. It will be the sole discretion of MAGNET society.

- 5. The duration of the assignment will be for two (02) years from the date of award of contract.

Reporting Arrangement

- The reporting of the agency will be to a committee headed by the Project Director, MAGNET Project.

Support from MAGNET Society

- MAGNET Society will inform about the exact dates and number of farmers/officials to the agency 30 days in advance in case of domestic tours and 60 days in advance in case of international ones.
- The agency is expected to arrange for all the tickets, permissions, insurance, accommodation etc. at least 15 days before the tour starts for domestic tours and 30 days for international ones.

Payment Terms

- The agency will be given advance of 50 % of the total estimated cost on demand. The remaining 50 % of the total actual cost will be paid against the remuneration for each study tour/exposure visit/fairs/exhibitions post successful execution of the tour and submission of final invoice and supporting documents.
- The payment will be done by MAGNET Society within 30 days after submitting invoices and supporting documents

Medium of Communication

- All communication with the MAGNET Society will be in English, including the proposal, as well as the reports.
- All communication with the participants is expected to be done in Marathi, or as the case may be, in Hindi.

B) Price bid: The Rates for providing services of tour operator agency at MAGNET SOCIETY shall be on service charge basis (As per listed at Appendix - D)

(Important Note :- The locations to be visited and exhibitions to be participated in shall be at the sole discretion of the MAGNET project.)

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**Maharashtra Agribusiness Network (MAGNET) Project.
Project Management Unit,
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Phone No. (020) 24206000**

Appendix - C

TERMS AND CONDITIONS OF CONTRACT LIABILITIES OF THE CONTRACT

- 1 The Tenderer whose tender is accepted will have to give acceptance of the work order within seven days from the date of receipt of the work order or earlier to it as directed by MAGNET SOCIETY. Otherwise it will be discretion of MAGNET SOCIETY to take the suitable decision.
- 2 The offer by tenderer must be valid up-to 120 Days from the date of opening of financial bid. MAGNET SOCIETY reserved the right to extend this period.
- 3 Special attention is invited to requirement that all corrections must be initialed and dated by the Tenderer & that all Pages should bear the full signature of Tenderer at the footer of each page & should bear seal of Tender.
- 4 Tender which do not fulfill any of the above conditions or incomplete tenders in any respect are liable to be summarily rejected.
- 5 Other than above, the contract will be governed as per general conditions of contract and term and conditions enclosed.
- 6 The Tenders which are not as per specifications and without signatures will be rejected.
- 7 MAGNET SOCIETY, Pune reserves the right to reject any or all of the Tenders without assigning any reason.
- 8 The successful Tenderer should execute an Agreement in the prescribed proforma (Appendix – E) on proper Stamp Paper of value as derived under Stamp Act.
- 9 The tenderer will have to render the services as mentioned in Appendix – B.
- 10 Tenderer will have to comply with the other provisions of the governing laws of the land which are applicable.
- 11 Tenderer will be responsible for all legal provisions under various applicable Acts and Rules applicable to it.
- 12 The representative provided by the Tenderer for all purposes, be and be deemed to be the employees of the Tenderer under its overall control and supervision and shall be dealt with accordingly.

- 13 Tenderer will have to submit Police Verification Certificate (i.e. Character verification) of every individual manpower provided by tenderer from concerned Police Station.
- 14 Tenderer will furnish MAGNET SOCIETY information data in regard to statutory requirement as and when asked for.
- 15 While executing the order if any accident or death by natural course of the employee of the Tenderer occurs, then MAGNET SOCIETY will not be responsible for the same for compensation, if any. As per Workmen's Compensation Act, it will be paid by tenderer, to the employees/ legal heirs of their employees.
- 16 Tenderer will have to submit the Bills in triplicate to the concerned department of MAGNET SOCIETY for onward submission along with their certificates for passing the payment.
- 17 The age of the representative/ manpower provided should not be more than 55 years. However he should not be minor.
- 18 Income Tax, GST etc. will be deducted from the bills of tenderer as per Rules and prevailing rates.
- 19 MAGNET SOCIETY shall pay to the party for the services rendered in accordance with the agreement after the party submits the bills as required in complete form.
- 20 It is hereby expressly made clear that the manpower engaged by the tenderer is not the employees of the MAGNET SOCIETY. The tenderer shall be entirely responsible as employer in respect of the personnel posted at the MAGNET SOCIETY's premises in regard all legal provision of labor laws or other allied laws.
- 21 For any theft, pilferage and damages if caused to the property of the MAGNET SOCIETY as a result of the act or negligence of any personnel provided by the tenderer during contract period, the tenderer shall be liable to compensate MAGNET SOCIETY for the payment payable towards the loss so caused, and MAGNET SOCIETY will have right to recover the same from the tender by any/all means.
- 22 Any liability which may arise in future on account of compensation etc. payable to the manpower supplied will be borne by the tenderer. The MAGNET SOCIETY will not be liable for such compensation etc.
- 23 This contract will also be governed by general terms and conditions of contract of MAGNET SOCIETY.
- 24 The payment of manpower/ representative supplied to MAGNET SOCIETY should be made by the tenderer, to the personnel in accordance with Minimum Wages Act, 1948 during the contract period without violating any rules prescribed there in.
- 25 The rates may be quoted considering all conditions of this tender carefully and no arguments will be heard after opening of the tenders.

- 26 If the performance of the successful tenderer is not found satisfactory, the MAGNET SOCIETY will terminate the contract at any time during contract period and will also debar the tenderer for participating in MAGNET SOCIETY's future tender process of like nature.
- 27 MAGNET SOCIETY reserves all rights to debar the tenderer at any time.
- 28 **LIABILITIES FOR PERSONNEL:** All persons employed by the Tenderer shall be engaged by the Tenderer as their own employees in all respects and the statutory voluntary and conventional responsibilities in respect of all such employees shall be that of the Tenderer. The Tenderer shall be responsible to abide by the various statutory provisions of enactment, enacted by the Central and/or State Government such as the Factories Act 1948, the Minimum Wages Act. 1948, the payment of Wages Act 1936. The Shops & Establishment Act. 1948 the Workmen's Compensation Act 1923, the Contract Labor (Regulation and Abolition) Act, 1970 the Industrial Dispute Act 1947, the Employees Provident Fund Act 1952 the Employees State Insurance Act, 1948, and other enactment as and when applicable to the Tenderer and to the employees engaged by them and shall be liable to pay contribute and to provide facilities and amenities to their employer under the provision of various Acts applicable to them. Tenderer shall be responsible to abide by the provision of the Employees State Insurance Act, 1948, wherever applicable as this Act is made applicable to the MAGNET SOCIETY. The Tenderer shall obtain a valid license under the Contract Labor (Regulation and Abolition) Act 1970 for all the employees engaged by it. In the event, the license is not obtained / cancelled or not renewed; the contract shall be liable to be terminated without any damages or compensation and notice.
- 29 **LIABILITIES FOR LOSSES, ETC.:** The Tenderer shall be liable for all cost, losses, damages and other charges and expenses suffered or incurred by MAGNET SOCIETY due to the Tenderer's negligence and un workman like performance of any services under the contract, breach of any of the terms and conditions of the contract and or Acts. The decision of the Project Director MAGNET SOCIETY, Pune regarding such failures of Tenderer and their liability for such losses suffered by MAGNET SOCIETY shall be final and binding on the Tenderer.
- 30 (i) Furthermore, any liability or cost incurred by MAGNET SOCIETY on account of non-compliance of any of the aforesaid Acts & labor laws shall be recovered from all or any of the amounts payable to the Tenderer or by any other suitable measures from the Tenderers by the MAGNET SOCIETY.

31 **TAXES :**

- i) The taxes (Including Goods and Service Tax) existing & wherever levied by the Central/ State Govt, shall be borne/ paid by the Tenderer initially and reimbursed by MAGNET SOCIETY.
- ii) The TDS method for recovery of taxes will be adopted as per procedure/ guidelines of Central/ State Government.

32 **SET OFF :**

Any sum of money due and payable to the Tenderer including security deposit, under this contract may be appropriated by MAGNET SOCIETY and set off against any claim of MAGNET SOCIETY for the payment of any sum of money arising out of or under any other contract made by the Tenderers with MAGNET SOCIETY.

33 **PERIOD OF CONTRACT :**

- 1) The contract shall remain in force for a period of **Two years** from the date of agreement as per work order. The Tenderer is bound to carry out the work as per this contract for a further period of 3 months but if ordered by MAGNET SOCIETY. The contract may be extended for a further period of **one year** as per the same rates, terms and conditions of the contract by mutual consent but at complete discretion of MAGNET SOCIETY.
- 2) The Project Director reserve the right to terminate the contract at any time if the performance of the Tenderer is found unsatisfactory by giving 30 days' notice in writing to the Tenderer. The Tenderer is not entitled for any compensation by reason of termination.
- 3) MAGNET SOCIETY reserves the right to terminate the contract, Agreement /arrangements at any time for any reason by giving 30 days' notice to the Tenderer. However, in the event of any breach or non-performance of the any of the conditions of the agreement, MAGNET SOCIETY reserves the right to terminate the agreement with immediate effect without giving any notice.
- 4) If the performance of the Tenderer not found satisfactory, the MAGNET SOCIETY will also debar the tenderer for participating in MAGNET SOCIETY's future tender process of like nature.
- 5) MAGNET SOCIETY reserves the right to add / alter or amend, operation wise change to meet the requirement of MAGNET SOCIETY, if arise so, any condition of Terms and conditions of the contract and in the agreement as and when found necessary during the period of contract such changes will be binding on the Tenderer.

34 **LOSS DUE TO STRIKES, ETC. :**

The Tenderer shall be responsible for any losses or damages which the MAGNET SOCIETY may suffer due to the strikes, violence and illegal acts by the Tenderer /his employees/ labors and their associates.

35 **BRIBES, COMMISSION, CORRUPT, GIFTS, ETC. :**

Any bribe, commission, gifts, or advantage given, promised or offered by or on behalf of the Tenderers or any or more of their partners/Directors/Agents or servants or any one on their behalf to any officer, servant, representative or agent of the MAGNET SOCIETY, or any person on his or their behalf for showing or for bearing favor or disfavor -to any person in relation to the Tenderer in any manner, whatsoever will entitle the MAGNET SOCIETY to cancel this contract and also to claim from the Tenderers payment or any loss or damage resulting from such cancellations.

36 ACCOUNT :

- 1) All account 'books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection/audit/ counter signature by the MAGNET SOCIETY authorities. The Tenderer shall be responsible to produce the same for the above purpose at such time and place as may be directed by the MAGNET SOCIETY authorities.
- 2) The Tenderers shall furnish such returns and statements regarding the work done as mentioned by MAGNET SOCIETY in the agreement.

37 PAYMENT :

On satisfactory completion of work payment will be made by the MAGNET SOCIETY PMU Office on submission of bills in triplicate through agribusiness section in the prescribed form duly supported by such documents as may be prescribed.

- 1) For facilitating early refund of security deposit the Tenderers should submit all their bills not later than two months from the date of expiry of the contract.
- 2) The MAGNET SOCIETY shall not be liable for payment of any interest on any bill outstanding for Payment on any account whatsoever.
- 3) If the Tenderer is required to perform any service in addition to those specifically provided for in the contract and the Tenderer remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement. Failing such an agreement the matter will be referred to arbitration.

38 EARNEST MONEY :

- 1) Earnest Money Deposit of Rs.1,50,000/- has to be paid by Online only. EMD in any other form like Cash or Cheque or F.D.R or D.D or Bank Guarantee will not be accepted. Any type of Exemption for EMD & SD is not applicable to any type of tenderer.
- 2) The earnest money shall be liable to forfeited if the tenderer after submitting their tender resign from their offer, modified the rates OR the terms and conditions thereof. The earnest money is also liable to be forfeited in the Event of the tenderer's failure, after accepting of their tender to furnish the security deposit by due date without prejudice to any other right or remedy of the MAGNET SOCIETY under the contract and law. In such cases the MAGNET SOCIETY may black list the tenderer for the period which MAGNET SOCIETY may deem fit.

39 SECURITY DEPOSIT :

The successful tenderer/ Bidder shall, within 15 days from the date of intimation of the acceptance of their tender, deposit with an interest free security deposit of 1 % of total contract value in the form of Bank Guarantee in favour of MAGNET SOCIETY,PMU as per Appendix – G. EMD of successful tenderer will be converted into Security deposit.

40 ARBITRATION :

All disputes and difference arising out of or in any 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 Project Director or any person including any officer of the MAGNET SOCIETY appointed by the Project Director of the MAGNET SOCIETY. It is also a term of this contract that no person other than a person appointed aforesaid should act as an Arbitrator. Provided further that any demand for arbitration under the contract shall be in writing and made within one year of the date of termination or completion of the contract, otherwise the Tenderer shall be deemed to have been waived and absolutely barred and the MAGNET SOCIETY shall be discharged and released of all liabilities whatsoever under the contract. The costs of and in connection with arbitration shall be fit the discretion of the arbitrator. Subject as aforesaid, the Arbitration Act, 1940 shall apply to arbitration proceeding under this clause.

41 LEGAL JURISDICTION :

For any legal dispute, suit, application, claims or proceeding of any kind whatever in respect of, arising out of directly indirectly or incidental to anything in respect of this contract shall be filed exclusively Subject to Pune jurisdiction.

NOT TO BE SUBMITTED IN THE TECHNICAL BID ENVELOPE

(ONLINE ONLY IN FIANCIAL BOQ SHEET)

Envelope - 2

Appendix – D

PRICE BID

| Sr. No. | Name of Services | % of Service Charge |
|----------------|----------------------------|----------------------------|
| 1. | AS MENTIONED IN APPENDIX B | |

- * *Tenderer is legally bound to pay Employees Provident Fund, ESIC, Bonus and Gratuity of the manpower supplied by him.*
- * *GST applicable if any at actual will be reimbursed to tenderer.*

Appendix-E

(TO BE EXECUTED ON FIVE HUNDRED RUPEES STAMP PAPER)
THIS AGREEMENT is entered into BY AND BETWEEN

Maharashtra Agribusiness Network (MAGNET) Project - MAGNET SOCIETY, also known as MAGNET SOCIETY having its office at 386/2, 10th Floor, Sharada Chambers, Shankar sheth Road, Pune-411037. (Here in after referred to as “First Party”)

AND

M/s.....(also known as Tenderer) through Mr..... it's (hereinafter referred to as “Second Party”):**WHEREAS** the Second Party is engaged in providing the services of tour operator through its own personnel, **AND WHEREAS**, on the basis of an offer given by the Second Party, that he will be able to provide the Services of as desired by the First Party, the Second Party undertakes to render his providing the services of to the First Party by providing necessary services as mentioned in the work order no.-----.

NOW, THIS AGREEMENT WITNESSETH AS UNDER :

| | |
|---|---|
| 1 | The Second Party, shall provide trained personnel for the services (mentioned in the scope of work in appendix 'B' of the tender form) as directed by first Party, address of which is mentioned herein above / in Annexure-A of this agreement. |
| 2 | The Second Party has submitted EMD of Rs.1.50 lakh which is converted into security deposit and remaining amount of Rs.____ has been given in the form of Bank Guarantee _____ dated / /2024 of _____ Bank. |
| 3 | The Second Party has submitted Bank Guarantee of Rs._____ dated / /2024 of _____ bank. |
| 4 | Although the services of tour operator agency of the First Party, as mentioned hereinabove, but the overall control and supervision upon them, will be exercised by the Second Party, for which payment will be made by the First Party to the Second Party as per the terms & conditions, and scope of work and the rates of payment approved by First party to second party as mentioned in the tender. |
| 5 | The Second Party will have privacy of contract with the manpower / representatives supplied and will have nothing to do or concern with the conditions of employment of the personnel working for the First Party. |

| | |
|----|---|
| 6 | The Second Party undertakes to provide the requisite number of trained personnel for providing services as mentioned in Appendix B at its own cost and expenses to work and the First Party shall not make any payment of whatsoever nature to any such manpower/representative supplied. |
| 7 | The Second Party undertakes that it will provide the services of tour operator as and when directed by First Party. The requisite number may vary as per the need of First Party. |
| 8 | The Second Party undertakes that the entire responsibility for taking all measures shall be that of the Second Party and First Party shall not be liable to pay anything for such manpower supplied except as provided. |
| 9 | The Second Party shall be liable for due observance and implementation of all the statutory conditions or laws / enactments, as applicable to the manpower supplied by him. In case, if the First Party will be required to shoulder any additional amount for the employees employed by the Second Party, or for himself, Second Party, shall be under legal obligation to reimburse the same to the first Party immediately or else the First Party shall have full legal right to recover the same, as deemed necessary. |
| 10 | It is the responsibility of Second Party, wherever applicable, to provide to the manpower supplied by him, Identity card, Physical Fitness Certificates and other obligations as per the requirement of First Party, from time to time. |
| 11 | That in case of any employee of the Second Party is negligent and there is no manpower/representative supplied at the particular time, and / or, any inconvenience and / or any loss or damage is suffered from such absence, apparent negligence of the manpower/representative provided by the Second Party, the First Party shall be suitably compensated by the Second Party to the extent of loss / damages. |
| 12 | The Second Party, shall raise the bills along with the necessary documents / proof and after verification of the same, the First Party will make due payment within 2 weeks from the receipt of such bills, after verification from concerned department of First Party. |
| 13 | At the first instance, the duration of this Agreement shall be of two year from DD/MM/YYYY to DD/MM/YYYY only, which may be extended by one more years, if required by First Party on the same terms & conditions & rates. |

| | |
|----|--|
| 14 | This Agreement may be terminated even before the stipulated period, by either party, by giving the other, clear three (3) months' notice to that effect, in writing. |
| 15 | All statutory provisions in respect of it will be the responsibility of the tenderer. Proof regarding statutory payments made by Second Party shall be submitted to First Party. |
| 16 | In the event of non-compliance or breach of any terms of the Agreement or unsatisfactory or inefficient working, the First Party shall be at liberty to terminate the work with immediate effect, without giving any notice. |
| 17 | In case of any dispute or difference between the First Party and the Second Party with regard to any matter, including interpretation or implementation of any of the above clauses, the same shall be resolved across the table as far as possible in the event of any differences decision of the First Party will be final and binding. |
| 18 | Second Party will be under obligation to perform all the responsibilities under the various legal provisions which are presently applicable and specifically mentioned in the tender notice. In addition to that Second Party will be under responsibility and obligation to provide and comply all instructions given by the First Party or its representative from time to time as well as the legal provisions if are made applicable in future. |
| 19 | The Second Party has ensured and represented that the information submitted in response to the Tender Notice is true and correct. If any flaw is found therein, or if Second Party found involved in any illegal act, this arrangement will come to an end immediately and in such event Second Party will be responsible for payment of damages. |
| 20 | First Party reserves the right to ask the Second Party for replacement of the personnel's and on such information, Second Party will be under obligation to replace the same. Second Party neither its employees will have any right to remain in the premises of the First Party over and above the duty timings. Similarly, they will not claim any right on any property which belongs to the First Party or its clients. The employees of the Second Party will not claim any benefits monetary or otherwise against the First Party at any time. This Agreement / Arrangement can be concluded in the event of any directions from Government Authorities or if any legal provisions are required to be implemented. This arrangement is entered into on non-exclusive basis with Second Party. |

| | |
|----|---|
| 21 | All terms and conditions mentioned in the Tender document under Tender Notice No. _____1 Dated DD/MM/YYYY will be the part of this agreement. |
| 22 | This agreement shall be subjected to Pune jurisdiction only in case of any dispute arising out of this agreement. |

IN WITNESS WHEREOF this Agreement is executed on Day of YYYY at Pune.

FIRST PARTY.

SECOND PARTY.

Witness:-

- 1) Signature
Name
Address
- 2) Signature
Name
Address

- 1) Signature
Name
Address
- 2) Signature
Name
Address

TECHNICAL EVALUATION SHEET

Qualification Criteria -

| Sr. No. | Eligibility Criteria | Document to be submitted | Tenderer's Qualification | Page Number of the Documents enclosed with Tender, certifying qualification |
|---------|---|--|--------------------------|---|
| 1 | <p>1) The Bidder should be a legally registered entity in India as on date of submission of the bid.</p> <p>2) The Bidder should be Registered with the Goods and Service Tax (GST) Authorities & Permanent Account Number (PAN)</p> <p>3) The Bidder should have been operating for the last 5 years as on date of submission of the proposal.</p> <p>4) The Bidder should have executed at least two such type of tours in last year.</p> | <p>1) Certificate of Incorporation.</p> <p>2) Copy of valid GST Registration Certificate</p> <p>3) Copy of valid PAN</p> <p>4) Proof of at least two tours executed of such type in last year.</p> | | |
| 2 | <p>The Bidder should have audited annual turnover of minimum Rs. 2 crore in the any of the last 5 financial years (i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24)</p> | <p>1) A Certificate from a statutory auditor/ CA clearly stating the turnover</p> <p>2) Copy of extracts from the audited balance sheet and Profit & Loss Statement</p> | | |

| Sr. No. | Eligibility Criteria | Document to be submitted | Tenderer's Qualification | Page Number of the Documents enclosed with Tender, certifying qualification |
|---------|---|--|--------------------------|---|
| 3 | The Bidder must have a positive net worth of Rs. 50 Lakhs for any one year in for each of the last five consecutive financial years (i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24) | A Certificate from a statutory auditor/ CA clearly stating the net worth | | |
| 4 | Experience with at least three work orders of similar scope of work from Government Department / Government Undertaking project for similar nature of work execution of an international donor (such as ADB / World Bank) assisted Project / Nationalized Banks / Public sector undertakings (State / Central Govt.) | Copy of Work Order / Project Completion Certificate / Proof of Payment / Copy of Agreement | | |
| 5 | ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, Manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB | A self-certified letter signed by the Authorized Signatory of the Bidder. | | |

| Sr. No. | Eligibility Criteria | Document to be submitted | Tenderer's Qualification | Page Number of the Documents enclosed with Tender, certifying qualification |
|----------------|---|---------------------------------|---------------------------------|--|
| | <p>A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected</p> | | | |

Signature of Tenderer and Seal

ANNEXTURE –G

FORM OF BANK GUARANTEE

Dear Sirs.

Whereas you intent to enter into an agreement, as per Work order reference no. _____ dated _____ (Hereinafter referred to as "the contract") with M/s _____ as service provider of Tour operator agency as defined in contracts schedule, (hereinafter referred to as "the goods / services") and whereas the supplier has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to 5% of the total contract value of the goods / services to be delivered as specified contract No _____ dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the services specified in the work order.

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Supplier that in the event that the beneficiary submits a written demand to us stating that the Supplier has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (5% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand, for the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the supplier or any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of the guarantee be increased.
4. Unless a demand under this guarantee is received by us in writing on or before the expiry date(unless this guarantee is extended by the supplier), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
5. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Supplier.
6. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.
7. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.

8. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.
9. This guarantee shall be governed by Indian Law. This guarantee is valid until the period of contract of three years.

Signature and Seal of Guarantors

Date :/...../.....

Address : _____

ANNEXTURE – H

**FORMAT FOR AFFIDEVIT/ UNDERTAKING TO BE SUBMITTED BY TENDERER ALONG WITH
THE TENDER DOCUMENT**
(TO BE EXECUTED ON FIVE HUNDRED RUPEES STAMP PAPER)

Ref : Invitation for Bid No. Tender No. MAGNET SOCIETY/ AGRIBUSINESS
/...../YYYY Date: DD/MM/YYYY

We, the undersigned, declared that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. Our Bid shall be valid for a period of 120 days from the date fixed for the Bid submission deadline in accordance with the Bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. We hereby declare that Government of India or any other Government Body has not declared us ineligible /black listed/ debarred/ banned or terminated us for any reason whatsoever, in the past. Also we declare that no negative/ penal order from any Govt or Private body has been passed against us for any of our works/ contract. We undertake to declare all such incidences or works, if any, mentioned herein, with documentary evidence, along with the bid submission.
4. We acknowledge, understand and accept that any such incidence, if any falling under clause 3 above, shall summarily lead to our disqualification from the present bidding process, until it has been reversed / set aside by judicial/ arbitral order as on date of submission of bid and any pending/ ongoing petitions/ litigations/ arbitrations shall not be considered.
5. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.
6. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated / incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/PBG, as the case may be.

Yours sincerely,

SEAL AND SIGNATURE
OF THE TENDERER