

**JHARKHAND STATE AGRICULTURE DEVELOPMENT
CORPORATION LIMITED**

(KRISHI BHAWAN CAMPUS, KANKE ROAD, RANCHI-834008)

**RE-TENDER DOCUMENT FOR SUPPLY OF HDPE BAGS &
PRINTING OF BAGS**

**LAST DATE & TIME FOR RECEIPT: UP TO 13.00 HR. ON 12.05.2017
OF BIDS.**

DATE & TIME OF OPENING : AT 14.30 HR. ON 12.05.2017 OF BIDS.

JHARKHAND STATE AGRICULTURE DEVELOPMENT CORPORATION LIMITED

(KRISHI BHAWAN CAMPUS, KANKE ROAD, RANCHI-834008)

RE-TENDER DOCUMENT

(I) Notice inviting tender showing details of requirement

(II) **PART'A'**

Specification

(III) **PART'B'**

1. Instruction toTenderer :
2. General terms and conditions of the contract :
3. Tender Form - Annexure- A & B
4. Details of Bank Guarantee in lieu of Security Deposit :
5. Form of Contract (Agreement) :
6. Details of Destinations :

PART-A

JHARKHAND STATE AGRICULTURE DEVELOPMENT CORPORATION LIMITED

<u>SPECIFICATION FOR HDEP(Anti Skid) WOVEN BAGS</u>	
<u>30 to 40 kg</u>	
Capacity (kg)	30 to 40
Size (LXW) cm	86.5X56
Weight of bags (gram)	117
Mesh	12X12
Denier	1000
Tolerance in weight	+ ₋ 5%. However in bundle of 500 bags it should be less than + ₋ 3%.
Tolerance (acceptable) in length (cm)	+3, -0
Fabric	Single piece pure white in colour as per IS-6192-1971
Mouth of Bags	Hammed and folded (minimum 25 mm inside and stitched) so that tapes do not fray.
Stitching	Only bottom stitched and folded inwards and stitched from inside only outside by a minimum 25mm. The bag should be bottom stitched with two row of chain/ lock stitches with tape of 1200 denier with first row stitches 12+ ₋ 2 per dm, uniform without any loose thread or knot. In case of lock stitches, number of stitches shall be 16+ ₋ 2 per dm.
Breaking Strength (kgf)	Tested on 5X20 cm leveled strip method at constant rate of traverse machine @ 300+15 mm per dm. Testing method as per IS-1969-1968 and IS 6192-1971
Wrap way	90
Weft way	80
Seam Breaking Load (kgf)	Testing method IS-9030-1979
Bottom seam	35
Specified values for fabric and seam are average breaking load value of samples under test. However individual value shall not be below 10% of specified value.	
Printing	Bags should be branded by printing as per monogram and design in single colour on one side of the bags. Ink and ingredients used should be alcoholic resistant, smudge free, bright and should not smear in contact with water and will not affect the fabric.

**JHARKHAND STATE AGRICULTURE DEVELOPMENT
CORPORATION LTD.
(JSADCL)
JHARKHAND, RANCHI.
KRISHI BHAWAN, KANKE ROAD, RANCHI – 834008**

**Phone No. – 99552-06315
E.mail – jsadc2017@gmail.com**

VERY SHORTRE-TENDER NOTICE

Sealed tenders are invited offline in prescribed Tender Form from reputed manufacturers/suppliers for supply of following items:

Sl. No.	Item	Specifications	Quantity (In Nos.)	EMD required to be deposited (In Rs.)
1	2	3	4	5
1	HDPE (antiskid) woven bags	As per Bid	200000	1,50,000.00
2	Printing of Bags	Document		

The Tender Document containing Tender Forms, specification, terms & conditions, destinations etc. can be obtained from the address given above on payment of Rs. 1000/- (non-refundable) through Cash/Demand Draft during office hours 10:00 am to 5:00 pm.

Tender Document can be downloaded from SAMETI's website www.sameti.org also, but the bidders downloading the Tender Documents from website shall have to deposit the cost of Tender Documents in the shape of **bank draft in favor of Jharkhand State Agriculture Development Corporation Ltd.** issued from any Nationalized Bank payable at Ranchi along with the Bid.

The amount of EMD for the item quoted may be deposited by demand draft.

However the manufacturing units which are applicable under **Jharkhand Procurement Policy 2014** shall be guided by the said Policy.

Bidder has to submit the tender compulsorily offline mode.

JSADCL (Jharkhand State Agriculture Development Corporation Ltd.) reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof and the right for evaluation and decision based on tender submitted offline. Any further corrigendum(s) to this tender shall be published only on above given website.

Important Dates

Last Date & Time for receipt Bids : Upto 13:00 hrs on 12.05.2017
Date & Time of Opening of Bids : At 14:30 hrs on 12.05.2017

PART-B

SECTION - I **INSTRUCTIONS TO TENDERER**

1. ADVICE FOR TENDERERS: - The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.

2. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in part "B" of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

3. DEVIATION IN SPECIFICATION: - Normally no deviation from the specification laid-down in part "A" will be accepted. However, if the tenderer feels that he can supply the items, which shall fulfill the requirement of JSADCL with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviate from the specification even though deviation may be minor.

4. DELIVERY OF GOODS:-The delivery period so specified in clause no.5 of Section –II will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause-15 of section-II relating to liquidated damages which shall be binding.

5. QUOTATION OF PRICES: - **Tenderer** shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise as indicated in part- A of the tender document and should be given strictly in a manner as indicated in the annexure-A of Section-III of the Part B of the tender document, as under:

A) The rates should be quoted for the offered item **on the basis of F.O.R. Destination door delivery inclusive of all taxes (including VAT, Turnover Tax Mod vat etc), Duties (Excise, Special Excise, Cess etc), Packing & Forwarding charges, loading and unloading etc.** The destinations are specified in **Section-V.**

The Corporation is in a position to issue "C" Form for supplies made, if applicable. The inspection, Verification and Testing charges will be borne by JSADCL and hence these charges should not be included in the rate offered. In case of full truck load/part load F.O.R. Destination will mean delivery at JSADCL's Go down at the destination station.

B) If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid. If **'C' Form or any other Form** is required, it should be clearly indicated in the tender.

6. SAMPLES: - **Two** samples of the quoted item should be sent along with the tenderer, otherwise offer will be rejected. Sample once submitted will not be returned. **The sample is being invited only for better appreciation of the tender.** However, the tenderer shall be bound to supply the **material strictly according to the specifications prescribed in Part-'A'.**

7. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:- Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**

8. EARNEST MONEY: Fixed EMD as indicated at page no. 5 of the tender document against the tendered item. The amount of EMD for the item quoted may be deposited by single demand draft. Multiple demand draft need not be prepared.

- (a) By means of attaching a Demand Draft drawn on Nationalized Bank payable at Ranchi in favour of JSADCL, **CHEQUE WILL NOT BE ACCEPTED.**

EMD shall be placed in the envelope super scribed technical & commercial bids:

- (b) The manufacturing units which are applicable under **Jharkhand Procurement Policy 2014** shall be guided by the said Policy.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with paras 8.a & 8.b above will be rejected by the purchaser as non responsive.

9. FORMAT AND SIGNING OF TENDER: - (a) **Tenderers** are required to submit their tender as per the prescribed Performa given in the Tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered consequentially and** shall be signed by the Tenderer or a person or persons duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

(b) All pages of the Tender except for un amended printed literature shall be initialed by the person or persons signing the Tender with stamp.

(c) The bid shall contain no interlineations erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

10. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall seal the tender in separate inner envelopes, duly marking the envelopes as "Technical & Commercial Bid" and "Price Bid". These envelopes then place in an outer envelope.

Technical & Commercial Bid envelope shall include technical specifications of quoted item, Dully filled Tender Form –Section-III, Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of Part 'B' of tender document, requisite EMD, profile of the company as per Annexure-B of Section-III Part B along with documents as per the check list and other document if any in support of offer. All papers should be initialed with stamp by the person or persons signing the bid.

PRICE BID Envelope containing of prices as per clause-5 of Section-I Part-B in a prescribed Performa given in Annexure-A Section-III Part B of the tender document.

All inner envelopes shall be placed in an outer sealed envelope addressed to **MD, JHARKHAND STATE AGRICULTURE DEVELOPMENT CORPORATION LTD., KRISHI BHAWAN CAMPUS, KANKE ROAD, RANCHI-834008** and super scribing thereon "TENDER FOR SUPPLY OF HDPE bags & printing", TENDER NO. & DATE OF OPENING, THE WORDS "DO NOT OPEN BEFORE 14.30 HOURS ON 12.05.2017 SHALL ALSO BE STATED ON THE OUTER ENVELOPE.

THE INNER ENVELOPE CONTAINING THE "TECHNICAL & COMMERCIAL BIDS" AND "PRICE BID" shall also be super scribed thereon "Technical & commercial Bids" and "Price Bids" as the case may be and addressed to the purchaser and name & Address of the Tenderer .

THE OUTER ENVELOPE SHALL INDICATE THE NAME & ADDRESS OF THE TENDERER TO ENABLE TO BE RETURNED UNOPENED IN CASE IT IS DECLARED "LATE". **If outer Envelope is not sealed and marked as required above, the purchaser will assume no responsibility for the bids misplacement or premature opening.**

Sample of quoted item shall be submitted with giving its particulars as per Part "A" in separate envelope and it should be initialed with stamp by person or persons signing the bid.

The tenders not complying with the manner prescribed herein are liable for rejection straight away.

11. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer may modify or withdraw its tender after the tenders submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

12. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser at address specified under Clause 10 above, no later than time and date specified in the invitation for tender .In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

13. LATE TENDER: - Any Tender Received by the purchaser after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected and/or returned unopened to the Tenderer.

14. OPENING OF TENDER: - The purchaser/Corporation will open tenders, in the presence of tenderers representatives who choose to attend at specified time & date in the JSADCL registered office, Ranchi. The envelope containing the "**Technical & Commercial bids**" shall be **opened on the date of opening tender** and "**Price Bids**" of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderers qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order, Price bid will be opened on the same day.**

15. CLARIFICATION OF BIDS:-To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited.

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

Or

(b) In case of a successful Tenderer, if tenderer fails:

(i) To sign the contract in accordance with clause no. 24(a) or

(ii) To furnish security deposit in accordance with clause no. 24(b).

17. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes" included in Section-II of Part B of tender document i.e. General conditions of the contract..

18. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 90 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

19. AWARD CRITERIA: - Subject to Clause NO. 20, the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

20. PURCHASER's RIGHT TO VARY QUANTITIES AT TIME OF AWARD: - The Purchaser / Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% of the quantity of goods specified in the schedule of requirements without any change in price or other terms & conditions.

21. PURCHASER's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - Purchaser/Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchasers action.

22. NEGOTIATION: - There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

23. SPLITTING OF ORDERS: - The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

24. CONTRACTS:

(a) SIGNING OF CONTRACT :- The successful tenderers within 5 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -IV of part "B" of the tender document, wherever the value of items ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part "B" of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

(b) SECURITY MONEY: - The Successful Tenders within 5 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished @10 % of the value of the purchase order in shape of Demand Draft.

Failure of the successful tenderer to comply with the requirement of clause 25 (a) & 25 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

25. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a Nationalized bank payable in Ranchi and the Corporation will not be responsible for reimbursing to the tenderers the Banks commission for encashing the same.

(B) Successful Tenderers:

(i) The successful tenderers shall deposit the security money within 5 days from the date of issue of purchase order by demand draft, in the manner indicated in clause 3 of section II, Part B of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section-IV of part "B" of the tender document.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

26. The Firm should be registered with Commercial Tax Department, Jharkhand as Regular Dealer/Casual Dealer/Non Resident Dealer **or** submit a letter declairing that the Firm will be registered with Commercial Tax Department, Jharkhand on due course of time.

27. The Firm registered with NSIC can have exemption of any fee if it is situated within the state according to Jharkhand Procurement Policy 2014.

NOTE : Duly signed with stamp on each & every page of Section I i.e. "Instruction to Tenderer" to be placed in the envelopes marked "Technical & Commercial Bid".

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. **Transfer and subletting:** - The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-** The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said item for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.

3. **Signing of Agreement & Security deposit:-**

The supplier shall **within 5 days from the date of issue of purchase order furnish security deposit along with agreement on non-judicial stamp paper** with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished by means of a Demand Draft on any Nationalised Bank payable at Ranchi in favour of JSADCL.

4. **Proof samples:** Required proof sample should be got approved in respect of design, art work, colour scheme and contents within 5 days in bags & Labels, from the date of issue of art works/colour/transparency and colour scheme etc. before taking final printing.
5. **Delivery:** The supplier **shall complete the supply of HDPE bags at respective sites within 10 days from the date of placing purchase order**

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers.

6. **INSPECTION & TESTING:-**

Purchaser /Corporation shall have the right to inspect and to test the Goods to confirm their conformity to the contract. Before the material is supplied by the supplier , the Pre- dispatch inspection shall be carried out by JSADCL through deputing a team of JSADCL's officers at the suppliers factory /Plant /Godown to check as to whether the bags conform the printing, design, art works, colour scheme, content & physical appearance as per approved proof sample. The supplier at the appropriate point of time i.e. Minimum 10 days in advance, during the process of manufacturing goods, shall intimate the pre-delivery inspection schedule to the Corporation to depute representative for conducting pre delivery inspection of finished goods bearing complete printed as per requirement of the Corporation of **minimum 75000 nos. or at least 33.3%** of the ordered quantity whichever is maximum shall be offered/inspected in one lot in general otherwise in case of urgency of material or in the interest of JSADCL, smaller quantity may also be inspected.

The inspection team shall issue the inspection report and release order (subject to conformity as per approved proof sample) to the supplier. In case inspected Goods does not conform to the standard of approved proof sample, the purchaser /Corporation may reject them and supplier shall either replace the rejected Goods or make all alteration necessary to meet the conformity of contract free of cost to the purchaser/Corporation. Inspection Report & samples drawn from inspected lot of Goods will be duly authenticated by JSADCL

representative and representative of manufacturers/suppliers with date.

Post delivery samples of Goods drawn at consignee site, shall be sampled and sent for testing to the Designated laboratory by the Corporation by giving opportunity to the supplier for association in the sampling. In case, Tested sample fails to conform to the specification of the contract, the purchaser shall use the Goods as per clause no. 8 (b) with imposing penalty as per clause No.18.

In case, any complaint in respect of test report of sample, guard samples will be preserved for six months period from the date of receipt of Test Report from Testing Lab, later on it will be disposed off.

7. Pre –Delivery Inspection:

The expenditure incurred by JSADCL's nominee such as TA & DA shall be borne by the Purchaser/Corporation. However, the suppliers shall provide its cost of material, equipment, tools, labour and other facility for carrying out inspection/drawing up of samples, for which the 10 days notice to the Corporation/purchaser so that the supplier is in a position to give inspection/drawing up of the samples. The Corporation/purchaser or his authorized nominee may carry out inspections at the suppliers works.

In case the suppliers give a notice and fails to offer the items/stores for inspection/drawing up to the samples on the dates fixed for this purpose, the expenditure incurred on TA/DA of the Corporations nominee shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension for delivery time.

8. Changes in specifications:

(a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporations/ purchasers wishes subject to fair adjustment of prices delivery schedule where appropriate.

(b) In case the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation/purchaser, the supplier will be entitled to receive the payments at the rates fixed by the Corporation/ purchaser after taking into consideration and unsatisfactory quality of the material supplied and not rates mentioned in the purchase order.

9. Right to Terminate or Alter the Contract::

If at any time during the terms of this contract the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare on inventory of the raw materials which the supplier has already arranged for using in manufacturing the item to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the raw material already procured or may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.

10. Marking:

The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made there-under for marking of all the goods supplied.

11. Packing:

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

12. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in

any one or more of the following:

- i) Design & Printing.
- ii) Place of delivery.

13. Claim of Sale Tax:

Where sale tax is claimed and provided as payable in the supply orders. Payments of the same will not be made unless the following certificate is given along with the bill.

Certified that sales tax claimed in this bill is legally payable by Corporation / purchaser and has been paid/will be paid by us to the sales tax authorities, our sales tax registration NO. _____ Central/State _____

14. Warranty:

(a) The supplier warrants that the goods supplied under this contract are new, unused, of the most recent and incorporate all recent improvements in design, printing and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within 10 days (promptly and satisfactorily). If the supplier desired to take over the defective item/stores, it shall be done within 10 days from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

15. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract.** It is **admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ purchaser.** Subject to Clause 16, if the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

The **Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above.** This clause is without prejudice to the right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

16. Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/ CMD to declare the contract

at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with suppliers default.

b) The cancellation of the contract may be either for whole or part of the contract at Corporations option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

17. Force majeure:-

16.1 Notwithstanding the provisions of Clauses 15 & 16 , the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

16.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Suppliers fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

16.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Penalty Norms on account of supply the inferior quality of High Density (Anti Skid) Poly Ethylene bags (Non –Laminated) Woven Circular Loom.

The material should be strictly supplied to conform their conformity to the contract, In case any deviation in technical specification reported substandard in Test Report by designated lab, same Goods shall be consider to be accepted as per clause no 8 (b) above with imposing penalty as per the norms given below **and same to be recovered from the payments/dues of the supplier.**

18.1 Penalty deviation in length and width

18.1 (a) All types of bags more than 10 kg capacity up to 100 kg capacity

Deviation (cm)		Penalty in %
(-)	>0.01 to0.18	0.1
(-)	> 0.18 to0.98	0.5
(-)	> 0.98 to1.98	1.0
(-)	> 1.98 to2.98	1.5
(-)	> 2.98 to3.00	3.0

18.2 High Density (Anti Skid) Poly Ethylene Sack (NON-LAMINATED) Woven Bag on Circular loom (5, 10, 20 & 30-40 kg capacity):

18.2 (a) Penalty for breaking strength: - The penalty on this account shall be operated as the table given below. Separate penalties would be imposed for breaking strength in warp and weft way, as per the penalty level given in column-3 of the table below. Testing method as per IS-1969-1968 and IS-6192-1971 with up to

date amendment.

Warp strength (kgf)	Weft Strength (kgf)	Penalty (%)
90.0	80.00	0.0
82.00	76.00	0.5
74.00	73.00	1.0
58.00	67.00	3.0

18.2 (b) Seam strength: The penalty on this account shall be operated as per the table given below: separate penalties would be imposed for bottom strength, as per the penalty levels given in column-2 of the table below: Testing method as per IS-9030-1979 with up to date amendment.

Bottom seam strength (kgf)	Penalty (%)
35.00	0.0
33.00	0.25
32.00	0.50
30.00	2.00

18.2(c) Fabric Weight: -Penalty on this account shall be imposed as per the table given below. Method of test as per IS-1964.

% Variation from prescribed standards	% Penalty
Up to 5%	0.00
Up to 6%	2.00
Beyond 6%	3.00

19. Terms of payments:

(A) All invoices shall be prepared in quadruplicate in the name of JSADCL (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

“The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice”.

Invoice should have CST, State ST, VAT Nos printed on them (If applicable), In the Tax invoice, cost and Tax, (VAT) amount shall be mentioned separately, in case sale tax claimed and bear a certificate as per clause no. 13 above. Invoice to be sent in **duplicate to concerned consignees and two copies to JSADCL, H.O.**

(B) Unless otherwise specified in the contract, 90% of the invoice value would be paid by JSADCL against proof of delivery of the material at destination through **RTGS** after making necessary deduction if any towards liquidated damages, outstanding, short supplies **etc** on pro-rata basis or as decided by the Corpn. **The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure “B” Section III.**

Balance 10% of the invoice value, as may be applicable shall be paid on receipt of test report from designated lab of samples after making necessary deduction if any reported substandard as per deduction norms given in

clause no 18 above.

20. Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation/ purchaser and in the absence of MD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at Ranchi**. The court of law **at Ranchi** alone will have jurisdiction in the matter of any disputes whatsoever.

21. Refund of Security Deposit:

The Security Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the suppliers performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against JSADCL.

22. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT ANDRISK PURCHASE and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

23. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs100 non judicial stamp paper. Same is to be placed in the "Technical & Commercial Bid"

Note: Duly signed with stamp on each & every page of "Section II i.e. General Terms & Condition of the Contract "to be placed in the envelope marked "Technical & Commercial Bid".

SECTION-III
TENDERFORM

To
Managing Director (MD),
Jharkhand State Agriculture Dev. Corporation Ltd.,
Krishi Bhavan, Kanke Road,
Ranchi-834008.

FROM.....
.....
.....
.....

Sir,

(i) I /We_____ have read the tender documents as issued by JSADCL (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I /We agree to keep the offer open for acceptance for a period of 90 days from the date of tender opening.

(iii) I /We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

(iv) I /We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 10 days from the date of placing the order.

I offer to supply the following items;

Item _____ Qty. applied for (full or 50% qty.) _____.

Bank draft No. _____ dated _____ for Rs. _____

_____ (Rupees _____

_____) drawn in the name of JSADCL, Ranchi towards payment of the earnest money is enclosed.

(v) I /We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I / we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 90 days from the date of tender opening.

(b) I / we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi) I / We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____

(vii) I/ We have read the arbitration clause in Section-I & II of part “B” of the tender Document, relating instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**

(viii) This tender is being submitted at Ranchi and will be opened and decided at Ranchi and it is agreed that the Civil Courts at Ranchi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(ix) Income tax PAN No:- (a copy is enclosed herewith).

(x) TIN/CST/VAT No.:- (a copy is enclosed herewith).

(xi) **Company profile in the prescribed proforma given in Annexure- B of Section III of part “B” of Tender Document and duly signed & stamped specification for the items of Part “A” and the terms and conditions of Section I & II of Part “B” contained in the Tender document is kept in a separate cover, marked “Technical & Commercial Bid”.**

(xii) Rates are quoted in the prescribed format given in Annexure “A” of Section III of Part B of Tender document and is kept in separate cover marked “Price Bids”

(xiii) **I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid and the firm is found suitable during spot verification by JSADCLs officers.**

(xiv) I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted in two separate covers marked “**Technical & Commercial Bid**” and “**Price Bid**”.

Thanking you,

Signature: -----

Place:-----

Name of Authorized Signatory:-----

Date:-----

Address:-----

Phone No: - -----

Mobile No. -----

SEAL

NOTE- “Tender Form “Section III duly filed and signed should be kept in cover mark “Technical & Commercial Bid”

SECTION-III
FORM FOR PRICE BID

To
Managing Director (MD) ,
Jharkhand State Agriculture Dev. Corporation Ltd. ,
Krishi Bhavan, Kanke Road,
Ranchi-834008.

FROM.....

Sir,
 We have examined the prescribed specification and read the Terms & condition of Tender No. ----- for the item namely _____ of _____ size/type. For qty (in No s) ----- respectively. Our rates for the aforesaid item & Qty according to your specification, Terms & Conditions are as under:

FORM FOR PRICE BID

S.No.	Item	F.O.R Unit Price (in Rs.)
	Sales tax & Excise duty	The price quoted above is inclusive of Central and State sales tax, excise duty and all other taxes levied or may be levied in future with submission of Form 'C' or any other similar form prescribed under any relevant act in force and also cost of packing, handling, local transport, loading, unloading and insurance charges etc.

We agree to the terms and conditions specified in the tender No..... It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

Thanking you,

Place :-----
 Date :-----

Signature: -----
 Name of Authorized Signatory:-----
 Address:-----

 Phone No: - -----
 Mobile No. -----

SEAL

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To
Managing Director (MD) ,
Jharkhand State Agriculture Dev. Corporation Ltd. ,
Krishi Bhavan, Kanke Road,
Ranchi-834008.

FROM.....
.....
.....
.....

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/partnership/Pvt. Ltd. company/society/Ltd.etc. with its Registration No.	Names & contact no. of Proprietor's/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Details of the Past Experience for manufacturing and or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

S. No.	Name of the Govt. Agency/Govt. Deptt./Company	Year of supply	Items Supplied	Quantity & Amount

3. Capabilities with respect to personnel, equipment and manufacturing facilities with details:

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of machines/equipments with full details per day capacity (Item Quoted).
			1. Raw Material Storage Cap :- 2 .Bags / qty. Storage Cap:- No. of Bags/MT	1Cloth/chemical/paper Manufacturing Facility (Own/Hired):- 2. Cloth/paper Printing Facility (Own/Hired):- 3. Bag Stitching Facility (Own/Hired):-

Attached Consent Letter from Concerned Firm in case of Hired Facility.

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average of annual turnover for last three years should not be less than three times of quoted value of offer: **Separate tender is to be submitted for each quoted item.**

Financial year	Annual Turnover (Rs. In Lakh)	Annual Profit/ loss (Rs. In Lakh)	Remarks

5 Registration::

TIN/VAT No.	CST No.

6. Income taxDetails::

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

7. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

8. MSME registration details:

(a) With Other Authorities.

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

9 EMD

Bankers Name	Draft no.	Amount (in Rs.)

10. A undertaking on Rs 100, Non judicial stamp paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexureA-1.

11. An affidavit on Rs 100 non judicial stamp paper or self attested that **Price Charged for stores /Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any** Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in AnnexureA-2.

12. Evidence of Access of Finance Required (With Valid Proof):-

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by JSADCL management.

Thanking you,

Signature:-----

Place:-----

Name of Authorized Signatory:-----

Date:-----

Address:-----

Phone No: - -----

Mobile No. -----

SEAL

Note: - All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION-III

Annexure-A-1

Affidavit Certificate

I _____(Name, Designation and Address) hereby declare that my firm/Company has not been debarred/black-listed by any of the Govt. Department/Govt. Agencies where I had supplied the goods during the last _____years and no arbitration case pending in JSADCL office.

Name -----

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

SECTION-III

Annexure-A-2

Affidavit Certificate

I _____(Name, Designation and Address) hereby
declair that the price charged for quoted item under this contract, our firm has under no circumstance exceeded
lowest price of identical goods given to government and semi government organizations.

Name -----

Designation _____

Name of the Firm/Company -----

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization/Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership if proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous year.
7. Copy of VAT/TIN & CST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Sample of items
11. Affidavit certificate that not black listed and no arbitration case pending in this office.
12. MSME registered with Other Authorities Certificate with proper validity for quoted item.
13. Other document if any in support of the tender.
14. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
15. Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Sami Govt. Organizations.
16. Balance Sheet for last Three years.
17. Annual Turn Over of the firm should not be less than Three times of quoted value of the Offer.
18. Evidence of access to financial resources.

Note: - In absence of any above document, tender may be consider for rejection. To be submitted to JSADCL in the envelope marked "Technical & Commercial Bid" All the documents should be properly tagged.

SECTION-IV

AGREEMENT

This agreement is made on this _____ between the Jharkhand State Agriculture Dev. Corporation Ltd., Krishi Bhavan, Kanke Road, Ranchi-834008 (hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. _____ (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing Certification and packing materials invited offers vide tender No. _____

AND WHEREAS the supplier submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with supplier for the supplies of items/materials as per specifications quantities and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in Section-II of Part-B of tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation and in the absence of MD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at Ranchi. The court of law at the Ranchi alone will have jurisdiction in the matter of any disputes what so ever.

No amendment or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the supplier for and on behalf of the JASDCL. Ranchi.

Witness

1.

2.

3.

Witness

1.

2.

SECTION-V

DESPATCH
DESTINATION

HDPE bags, shall be supplied to the following locations of the JSADCL on the F.O.R. Basis (Door delivery at HDPEs godown).

S.No.	Region	Sub-units
1	Each of 24 Districts of the Jharkhand State	Concerned location of the particular district.

Managing Director, JSADCL,
Ranchi