JHARKHAND STATE AGRICULTURE DEVELOPMENT CORPORATION LIMITED

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

TENDER DOCUMENT FOR SUPPLY OF HDPE BAGS& PRINTING OF BAGS

LAST DATE & TIMEFORRECEIPT: UP TO 13.00 HR.ON 29.05.2015

OFBIDS.

DATE & TIMEOFOPENING : AT 14.30 HR.ON29.05.2017

OFBIDS.

JHARKHAND STATE AGRICULTURE DEVELOPMENT CORPORATION LIMITED

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

TENDER DOCUMENT

(I)	Notice inviting tender showing detailsof requirement	
(II)	PART'A'	
	Specification	
(III)	PART'B'	
1.	Instruction to Tenderer	
2.	General terms and conditions ofthecontract	
3.	Tender Form - Annexure- A&B	
4.	Details of Bank Guarantee in lieu ofSecurityDeposit	:
5.	Form ofContract(Agreement)	:
6.	DetailsofDestinations	:

PART-A

Specification

S.No.	Item	Specification	Quantity (in nos.)	EMD required to be deposited (in Rs.)
1.	HDPE (antiskid) woven bags	30 Kg (34"x24")	200000	150000
2.	Printing of bags	As per design/art work/colour schemes etc.	200000	150000

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 SHORT TENDER NOTICE

Sealed tenders are invited offline in prescribed Tender Form from reputed

manufacturers/suppliers for supply of following items:

Sl.	Item	Specifications	Quantity	EMD required to be
No.			(In Nos.)	deposited (In Rs.)
1	2	3	4	5
1	HDPE (antiskid) woven bags	30 kg. (34"x24")		
2	Printing of Bags	As per design/Art / work	200000	1,50,000.00
		/ colour schemes etc.		

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 Bankers Cheque/Demand Draft during office hours 10:00 am to 5:00 pm.

Tender Document can be downloaded from SAMETIs 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 / RTGS / NEFT.

Bid without payment of Tender cost and EMD shall be liable for rejection. However, MSEs registered with NSIC are exempted from payment of cost of Tender Document and EMD subject to furnishing valid documentary proof in support of claim along with their request letter.

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 29.04.2017 Date & Time of Opening of Bids : At 14:30 hrs on 29.04.2017

JHARKHAND STATE AGRICULTURE DEVELOPMENT CORPORATION LTD.

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PART-B

<u>SECTION - I</u> 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 tenderdocument.
- 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 asvoid.
- **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 beminor.
- **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 items on the basis of F.O.R. Destination door delivery inclusive of all taxes(including VAT, Turnover Tax Modvatetc), Duties (Excise, Special Excise, Cessetc), Packing & Forwarding charges, loading and unloading etc. The destinations are specified in Section-
- VII. 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 "CII Form or any other Form is required, it should be clearly indicated in thetender.
- **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 inPart-IAI**.
- **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 theCorporation.**

- **8. EARNEST MONEY:** Fixed **EMD** as indicated at page no. 4 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 favor of JSADCL, CHEQUE WILL NOT BEACCEPTED.

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

- (b) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are **Micro small medium Enterprises(MSME) small scale units and registered with National Small Industries Corporation under single** point registration scheme are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale unitswhoareregisteredundertheoldregistrationschemewhichwasextendedupto30th June, 1981 only.
- **(C)** The Public Sector Undertaking may deposit EMD in the form of FDR or Bank Guarantee issued by any **Nationalized Bank of any branch** for a term of 6 months.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON "BI AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME)SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

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 paras8.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 s**hall 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 singing the Tender withstamp.
- **(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 "Bil of tender document , requisite EMD, profile of the company as per Annexure-B of Section-III Part Balong 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 thebid.

PRICE BID Envelope containing of prices as per clause-6 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 -------HOURS ON ----- SHALL ALSO BE STATED ON THE OUTERENVELOPE.

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 oftenders.
- **12. DEADLINE FOR SUBMISSION OF TENDERS: -** Tender must be received by the purchaser at address specified under Clause 11 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 upto 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 tenders 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 beforfeited.
- (a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

- (b) In case of a successful Tenderer, if tendererfails:
- (i) To sign the contract in accordance with clause no. 25(a)or
- (ii) To furnish security deposit in accordance with clause no25(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 berejected
- **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** 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 processandreject 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. SPLITING OF ORDERS**: The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1rate.
- **24. PURCHASE PREFERENCE TO MSEs:** As per Public Procurement Policy for MSEs Order2012.

25. CONTRACTS:

- (a) SIGNING OF CONTRACT:- The successful tenderers within 7 days from date of issue the PurchaseOrder, shall sign and date agreement as per the format given in Section -V 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 "BII 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 cash (Demand Draft) or in form Bank Guarantee, Prescribed Performa for Bank Guarantee is given in Section IV of BiddingDocument.

Failure of the successful tenderer to comply with the requirement of clause 26 (a) & 27(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.

26. REFUND OF EARNESTMONEY:-

- (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 en cashing the same.
 - (B) Successful Tenderers:
- (i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in clause-iv of Section-II, Part Bi of the tender document towards security for the due fulfillment of the conditions of te contract and sign and date agreement as per the form at given in Section-V 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.

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 indemnity 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 10 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 in the following manner.

(A) By means of a Demand Draft on any Nationalised Bank payable at Ranchi in favor of JSADCL

OR

(B) By means of Bank guarantee as per prescribed Performa, enclosed under Section-IV of Part-B of the tender document, issued by any **Nationalized Bank of any branch** and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

OR

- (C) In case of Order executed but non submission of Security Deposit, the same will be deducted from first 90% payment without taking consent from supplier and later on Bank guarantee will not be acceptable.
- **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. Pre –DeliveryInspection:

The expenditure incurred by JSADCLIs 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 nomineeshall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension for deliverytime.

7. Changes inspecifications:

- (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.

8. 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.

9. 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.

10. 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.

11. ChangeOrder:

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 ofdelivery.

12. Claim of SaleTax:

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

13. 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 one month from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

14. 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 thecontract.

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.

15. 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 in curor 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.

16. 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.

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

The material should be strictly supplied to conform their conformity to the contract, In case any deviation in technical specification reported sub standard 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. Terms of payments:

(A) All invoices shall be prepared in quadruplicate in the name of 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. 12 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 and small Scale ancillary unit having single point registration certificate issued by MSMEs registered with NSIC shall be paid 95% of the invoice value 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.
- (ii) Balance 10% or 5% 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 sub standard as per deduction norms given in clause no 18 above.

19. Settlement ofdisputes:

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.

20. 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.

21. 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 AND RISK 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.

22. 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 Agriculto Krishi Bhavan, Kanke Ro Ranchi-834008.	•	d.,
Sir,		
		have read the
	,	after called Corporation) and hereby agree to abide by the
instructions, terms and con		
.,		ce for a period of 90 days from the date of tender opening.
(iii) I /We also agree to ex	ktend the validity of this	s tender for a further period of six months from the date of
purchase order, the repeat (iv) I /We offer to supply the	order will be with the prine material as detailed i	ditional quantities exceed 50% of the quantity of the initial or consent of the supplier. in the schedule attached (Annexure-A) herewith at the rates is to complete the delivery within a period of 15 days from the
I offer to supply the following	ng items;	
Item	Qty. ap	oplied for (full or50%qty.)
BankdraftNo	dated	forRs
	(Rupees	
		ameof JSADCL, Ranchi towards payment of the earnest
moneyis enclosed.		
		OR
We are a small scale unit re	egistered with NSIC ur	nder ministry of MSMEforitem
under single point registrati	on scheme after 30.6.81	(photocopy of registration certificate is enclosed)Our
Registration No. is		
(v) I /We note that the full v	alue of the earnest mon	ey shall be forfeited without prejudice to any other rights or
remediesif:		
(a) I / we withdraw the offer	before a final decision i	is taken on the tender provided that such a withdrawal is
made within 90 days from t	he date of tender openin	ıg.
(b) I / we do not execute th	e contract documents/ac	greement/Security Deposit within the stipulated period after

acceptance of my/our tender is intimated tome/us.

(vi) I / We also understand that until a	a formal agreement is prepared and executed, acceptance of this tender
shall constitute a binding contract between	een us subject to modification, as may be mutually agreed to between us
and indicated in the letter of acceptance	e of my/our offer for this work validon
(vii) I/ We have read the arbitration	clause in Section-I & II of part "B $\scriptstyle \mbox{\scriptsize I}$ of the tender Document, relating
tinstructions to tenderers and general	I 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 subseque	ently.
(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 pre-	scribed proforma given in Annexure- B of Section III of part "B" of
Tender Document and duly signed 8	& 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 Bio	d".
(xii) Rates are quoted in the prescri	bed format given in Annexure "A" of Section III of Part B of Tender
document and is kept in separate co	over marked "PriceBids"
(xiii) I/We have read and understoo	od that my /our Price bid shall be opened only if the bid is found
qualified based on Technical & Co	mmercial 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 al	bide by the same against which the Bids are submitted in two separate
covers marked "Technical & Commer	rcial Bid" and "PriceBid".
Thanking you,	Signatura
	Signature:
Place:	Name of Authorized Signatory:
Date:	Address:
	Phone No:
	SEAL

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

Annexure-A

SECTION-III

FORM FOR PRICE BID

To Managing Director (MD), Jharkhand State Agriculture Dev. Corp Krishi Bhavan,Kanke Road, Ranchi-834008.					
Sir, We theitemnam	have examir ely	rely. Our rates f	of	ead the Terms & condition of Tender Nosize/type. For qty (in Nos) &Qty according to your specification, Terms &	
			FORM FOR PF	RICE BID	
	S.No.	Item	F.O.R Unit Price	(in Rs.)	
	Sales tax & Excise duty		State sales tax levied or may be Form 'C' or any any relevant ac	ed above is inclusive of Central and a, excise duty and all other taxes e levied in future with submission of other similar form prescribed under at in force and also cost of packing, transport, loading, unloading and les etc.	
	rtified tha	t the price	quoted is reason	ions specified in the tender No able and not higher than the price us the other purchasers.	
Thanking yo	ou,		Sia	nature:	
Place: Date:			Na	me of Authorized Signatory:dress:	-
				one No: oile No	
				SEAL	

19

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

То

Managing Director (MD),

Jharkhand State Agriculture Dev. Corporation Ltd.,

	ıshı Bha nchi-83	avan,Kanke Road, 84008								
IVA						••••		••••••		
Sir	,									
	Pr	ofiles of our compa	ny/firm are	as under:						
	1. Pa	articulars of the con	npany/firm:-							
	Nar	ne of the company	Туре	of	Firm	i.e.	Names & conta	ct no. of Proprietoris/Partners		
		n complete address,			rtnership/Pv		/Directors etc.			
		tact no. & E-mail			iety/Ltd.etc	: .				
-	ado	Iress	with its	Registration	onNo.					
V 11	41	مام امال میں سمجمعی			-1-:	I				
Αtt	acn tne	necessary valid do	cument in s	upport of c	ciaim.					
2. I	Details (of the Past Experier	nce for man	ufacturing	and or su	pply	of item quoted with	th list of clients and value of		
ma	terials s	supplied (last two ye	ears) (attach	copies of	fPO):-		·			
			, (•	,					
	S.No.	Name of the Govt. A	gency/Govt.	Year of s	supply	lt	ems Supplied	Quantity & Amount		
		Deptt./Company								

	•	•	,		3	iilieswiiiluetaii		
_	l address where tory is situated	No. of Skilled Labour	No. of Unski Labour	illed	Detail of Inf	rastructure	with full	nachines/equipments details per day (Item Quoted).
					1. Raw Material 2 .Bags / qty. S No. ofBags/MT		Manufact (Own/Hir 2. Clot Faci 3. Bag	nemical/paper uring Facility red):- h/paper Printing lity (Own/Hired):- Stitching Facility n/Hired):-
	Attached Conse	nt Letter fro	om Concerne	d Firm	in case of Hir	ed Facility.		
Statu		t 3 years aloi	ng with copie	s. Ave	rage of annua	l turnover for l	ast three	duly signed by e years should not each quoted item.
	Financial year		nual Turnover Rs. In Lakh)	Annual Profit/ loss (Rs. In Lakh)		loss		Remarks
5 Regi	stration::							
	1	TIN/VAT No.			CST	ΓNo.		
6. Inco	ome taxDetails::		<u>'</u>					
		PAN No		Re		wo Years (attach	ned)	
					Year	Сору		
7. Par	ticular of Banker	":-						
Nar	me and address of Banker	Type of A	ccount	Acc	ount No.	IFS Code		MICR Code
	ME registration d WithNSIC	etails:						
_ ,	stration No.	Validity Peri	od Re	egister	ed Item/Items	Quantitative (Capacity	Monetary Limit

Registration No.	Validity P	eriod	Registered Item/Items	Quantitative Capacity	Monetary Limit
EMD					
Bankers Nar	me		Draft no.	Amount	(in Rs.)
0. A undertaking on F	Rs 100, Non	judicial stan	np paper or self attested	d stating that the firm is	not black listed by
any Govt. Department	:/Institution/P	ublic Enterp	prises/Undertaking and	no arbitration case is	lying pending with
his office as on date a	s per Perforr	na attached	I in annexureA-1.		
1. An affidavit on Rs	100 non jud	licial stamp	paper or self attested t	that Price Charged fo	r stores /Supplies
inder the contract s	hall under n	o circumst	tances exceed the low	est price at which th	e contractor sells
he stores of identic	cal descript	tion to any	Govt. Department /Ir	nstitution /Public Enter	prises/Undertaking
luring the period of co	ntract as per	Performa a	ttached in AnnexureA-2	2.	
2. Evidence of Acces	s of Finance	Required (V	With ValidProof):-		
I hereby certify t	hat all the in	formation	mentioned above are t	true and in case any i	nformation is
ound to be incorrect	, my bid ma	y be treate	d as rejected by JSAD	CL management.	
Thankingyou,			Sign	nature:	
Place:			Name of Au	uthorized Signatory:	

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

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

SEAL

SECTION-III

Annexure-A-1

Affidavit Certificate

	(Name, De	esignation and A	Address)	hereby	
declare that my firm/Company has not been deba	arred/black-listed by a	any of the Govt.	Departm	ent/Govt.	
Agencies where I had supplied the goods during	the last		years	and no	
arbitration case pending in JSADCLoffice.					
				Name	,
		Designation			
	Name	of the Firm/Compar	ny		_
		Full address			_
		Rubber stamp_			-
Place:					
Datad:					

SECTION-III

Annexure-A-2

Affidavit Certificate

I	(Name,	Designation	and	Address) hereby
declare that the price charged for quoted item under this con	•	-		
lowest price of identical goods given to government and semi	i governmer	nt organizatior	ıs.	
				Name
				Hame
		Desi	ignatio	n
	Na			ny
			·	, <u> </u>
			_	
		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 ofitems
- 11. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
- 12. MSME registered with NSIC, 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.
- 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

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this		
(hereinafter called the "Bank" which		
wherever permissible, its successors and assigns) in favor of the Jharkhand State Agri		
Ltd., Krishi Bhavan, Kanke Road, Ranchi-834008(hereinafter called "Corporation" when the component of the co		
its successors and assigns at the		of
M/s.	(herein afte	er
called the "supplier")		
WHEREAS the supplier had tendered in respe	ect of Tend	ler
Noissued by the Corporation.		
WHEREAS the tender of the supplier has been accepted and in consequence	thereof the Corporation	on
had placed a Purchase Order formentioned i	•	
Nodated		
AND WHEREAS the supplier is required to deposit security with the Corpora		
amount of Rsvalue of the afores	said order placed byth	he
Corporation on the supplier, for due fulfillment of the same.		
AND WHEREAS in consideration of the bank having agreed to furnish a	hank quarantoo to ti	h۵
Corporation, the Corporation has agreed to waive the necessity of the supplier making		
amount and has accepted that in lieu thereof a bank guarantee may be furnished.	a doposit of the securi	ıty
AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of s	security deposit.	
NOW THEREFORE the benk bereby agrees and guarantees		
NOW THEREFORE the bank hereby agrees and guarantees:		
1. If the supplier commits any breach of any of the terms and conditions of the contract	•	
and the Corporation declares that supplier has become liable to forfeiture of the security bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to p		
demand and without demure the amount of security money stated above without ma		

2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on thebank.

supplier.

3.The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be endorse- able against thebank.

4. This guarantee shall remain in full operation upto 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank here under.
4. Not withstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs The guarantee of the bank shall remain into force for the period statedabove, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability here under.
For and on behalf of the Bank
Witness:
1.
2.
 Here fill the name of Bank with address. Here fill the name and address of the supplier. Here fill the name of the material for which order has been placed.

SECTION-V

<u>AGREEMENT</u>

This agreement is made on thisbetween 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
WHEREAS the "Corporation" with the intention of purchasing Certification and packing materials invited offers vide tenderNo.
AND WHEREAS the supplier submitting their tender Noand upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order Nodatedwith supplier for the supplies of items/materials as per specifications quantities and No. mentioned in Purchase Order
Nodatedwhich shall form part of this agreement. Amendment made in the
P.O., if any, shall also form part of thisagreement.
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 Nowhich shall form partofthis 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 disputeswhatsoever.
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 Witness

1. 1.

2. 2.

3.

SECTION-VI

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