



GOVERNMENT OF TAMIL NADU

Department of Agriculture

Thoothukudi - 628 101

**TENDER FOR THE SUPPLY OF "AZADIRACHTIN 1500PPM INSECTICIDES FOR
THE CONTROL OF FALL ARMY WORM IN MAIZE CROP "
FOR THE YEAR 2019-2020**

Tender No. 1/ C4 / 3521 / 2019

Last date of receipt of tender	25.10. 2019, 11.00 AM
Date of opening of tender	25.10.2019, 3.00 PM
Cost of tender document	Rs. 9000/- + GST @ 12% = Rs.10080

**JOINT DIRECTOR OF AGRICULTURE, THOOTHUKUDI – 628 101
TENDER DOCUMENT**

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A. INTRODUCTION

The Department of Agriculture, on behalf of the Government of Tamil Nadu proposes to procure, insecticides required for the control of Maize Fall army worm in Thoothukudi District, as indicated in following sub Para, adopting procedures in accordance with the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000, 2012 as amended from time to time by the Government of Tamil Nadu **from reputed Manufacturers/ Authorised Distributor / Approved Dealer of AZADIRACHTIN 1500PPM INSECTICIDE FOR THE CONTROL OF FALL ARMY WORM IN MAIZE CROP FOR THE YEAR 2019-2020**

1.1 This consolidated tender document is for the supply of Chemicals to the Department of Agriculture, Government of Tamil Nadu as given below:-

Table: 1

Sl. No.	Name of the item	Approximate Quantity Required (in litres)
1	AZADIRACHTIN 1500PPM	35000

For all further references, the items mentioned above will be referred to briefly as **Azadirachtin** insecticide". Sealed tender should be submitted as per procedure laid down herein.

1.2 Applicability of Tamil Nadu Transparency in Tenders Act and Rules:

This tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and Rules, 2000, 2012 and as amended from time to time.



TENDER NOTIFICATION

Ref: 1 / C4 / 3521 /2019

GOVERNMENT OF TAMIL NADU DEPARTMENT OF AGRICULTURE, THOOHUKUDI – 628 101 TENDER NOTIFICATION

For and on behalf of the Government of Tamil Nadu, sealed tenders in two cover system are invited from the manufacturers / authorized distributors / Approved Dealer of AZADIRACHTIN insecticide towards the supply of AZADIRACHTIN insecticide for the control of Fall Army worm in maize crop Thoothukudi District for the year 2019-20.

Table:2

(In Rupees)

S No	Name of the item	Approximate Value	Earnest Money Deposit to be paid
1.	AZADIRACHTIN 1500PPM for the control of Fall Army worm in Maize crop	2,10,00,000/-	2,10,000/-

Separate sealed tender should be submitted for the items mentioned above in Table:1 along with specified Earnest Money Deposit. Earnest Money Deposit mentioned for items above in Table:2 is cumulative. However, EMD shall vary depending on the item/ items for which the firm/firms is/are participating which is clearly detailed in the tender document in Table1:

The non-transferable tender document with the detailed specifications can be obtained from the Office of the Joint Director of Agriculture , Thoothukudi – 628 101 on any working day from 18.10.2019 to 31.10.2019 from 10.00 AM to 5.30 PM in person on payment of Rs.10080/- (Rs.9000+ Rs.12% GST) (Rupees Ten thousand and Eighty only) inclusive of GST. **Demand Draft should be drawn in favour of the Joint Director of Agriculture, Thoothukudi payable at Thoothukudi.**

The Tender document may also be obtained at free of cost in Government website <http://www.tn.tenders.gov.in>.

The time schedule for opening of the tender is as follows:

Table:3

a	Sale of tender document closes on	24.10.2019, 5.30PM
b	Last date and time for receipt of tender	25.10.2019, 11.00AM
c	Date and time of opening of the tender	25.10.2019, 3.00 PM
d	Date and Time for Pre-Bid Meeting	21.10.2019 11.00 AM

**Joint Director of Agriculture
Thoothukudi.**

3. Eligibility criteria for Tendering

A tenderer will be eligible for tendering provided he should be a manufacturer of Azadirachtin insecticide or authorized distributor and has the adequate technical experience, financial standing and proven successful track record and he should satisfy all the stipulated eligibility criteria. **The tenderer should not have been blacklisted by Central / State Government or their undertakings.**

3. a ELIGIBILITY CRITERIA FOR COMPANIES / FIRM PARTICIPATING IN THE TENDER

i. The participating firm should have enclosed a copy of GST Registration certificate. Latest Tax clearance certificate should be submitted.

ii. Manufacturer / Authorised Distributor

a. Should have license from the competent authority for being a manufacturer/ Authorised Distributor.

III Preferred Criteria

a) Should furnish the Production / Supplying capacity for the items quoted in the tender for a minimum period of 3 preceding years and attach the documents to that effect. (as per Appendix-2)

b) Should have supplied the tendered quantity of the item for which he participates in any one of the preceding three years.

3.1 Technical Experience

i. In support of evidence of the experience, the tenderer shall furnish the following information along with this tender as per Appendix-2.

ii. Certified Photostat copies of the relevant pages from the Contract with the Private firms for whom he has supplied in the past. The certification shall be done by a person holding a valid power of attorney in the Company and of a rank not less than the Director of the Company/Government Officer.

iii. A Certified copy of the power of attorney (certified by the Managing Director or the authorized person by the firm) shall also be enclosed.

3.2 Financial Standing

3.2.1 The tenderer will also be evaluated for financial standing on the following basis and he shall furnish the following information.

- i. Net Worth, as per Appendix-3
- ii. Performance Standing
- iii. Annual turnover, as per Appendix-3
- iv. GST Registration Certificate with validity
- v. Current Tax Clearance Certificate.

3.3. 1. Net Worth

The Net worth of the tenderer shall be calculated from the annual audited reports of the company for the three preceding financial years (i.e.), 2015-16, 2016-17 and 2017-18 which should be attached to Appendix 3, as stated therein.

The networth and average annual turnover of the tenderer shall be as follows:

Table:4

Sl. No.	Name of the item	Approximate Quantity in Lits	Net worth (Rs. in lakhs)	Average Annual turnover (Rs. in lakhs)
1.	Azadirachtin 1500PPM	35000	52.5	210

The net worth and the average annual turnover of the tenderer shall be as above for each item individually and if the tenderer participates for more than one item, then the net worth and the average annual turnover shall be calculated collaterally.

3.3.2. Cash Credit Facility

Additionally the tenderer will be judged for his financial capacity to undertake the tender based on either one of the following:

- a. **Bankers Certificate (in original)** regarding credit facility in the format enclosed in (Appendix 9) from his bank as a proof of being financially sound to undertake the tender. This certificate should be submitted in original.
- b. **Solvency letter (original)** from his bank to fulfil this requirement of confirming his tender capacity.

3.4. Performance Standing

It is necessary that the tenderer has a sound financial standing. For this purpose, the Tenderer shall submit testimonials from bankers and references from Clients with whom the Tenderer has been associated. Their reports and the tender accepting authority's assessment, wherever possible and necessary will be duly weighed to establish the overall financial capability. Further the Tenderer should submit testimonials to the effect that he has transacted the tendered quantity of each items quoted in the tender during the preceding three years.

4. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of this tender and the Tender accepting authority will no case be responsible or liable for these cost.

5. TENDER DOCUMENT CONTENTS

5.1 Contents of Tender Document

This tender document is for the supply of Azadirachtin 1500 ppm.

PART A - Technical Bid Cover

PART B - Price Bid Cover

This Tender document contains appendices, conditions, specifications, schedule of prices and schedule of technical information.

6. Sale of Tender Document

- The Tender document can be obtained in-person on payment of a non-refundable fee of Rs.10080/-(Rupees Ten thousand and Eighty only) inclusive of GST from the office of the Joint Director of Agriculture, Thoothukudi – 628 101.
- Those desirous of obtaining tender document by post shall send demand drafts in favour of the Joint Director of Agriculture, Thoothukudi – 628 101 payable Thoothukudi - **628 101** from any one of the nationalized bank one for a total sum of *Rs.10080/- (Rs.9000 + 12% GST + Rs.70 for postal charges) (Rupees Ten thousand and Eighty only) which is inclusive of GST and postal charges.*
- The tender document shall also be downloaded from the Government website [http:// www.tn.tenders.gov.in](http://www.tn.tenders.gov.in) at free of cost.
- The tender document duly filled in, signed and stamped on all pages shall be submitted in accordance with clause 14 of this tender document.
- The application for obtaining tender document shall be made to:

**Joint Director of Agriculture,
Thoothukudi – 628 101.**

- The Tender Accepting Authority does not accept responsibility either for delay in receipt of the Bank draft or any delay experienced by the applicant in receiving the documents including loss of document in transit. Extension of the date and time for receipt of the completed documents will not be made on account of any such delays.
- The tender document can be purchased from the office of the Joint Director of Agriculture at the above address from **18.10.2019 to 24.10.2019 on all working days between 10.00 A.M. and 5.30 P.M.**
- The Tender document is not transferable under any circumstances

7 . GENERAL INSTRUCTIONS

7.1 The tenderers are requested to go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.

For any queries contact **Joint Director of Agriculture , Office of the Joint Director of Agriculture, Thoothukudi – 628 101. Phone No.0461 – 2340678. e-mail: jdatuti@yahoo.com**

7.2. Tenderer to Check Tender Documents:

The Tenderer should check all specifications shown in the tender documents and obtain his own information on all matters which may in any way affect this tender as no claim for extras for any alleged ignorance in respect thereof shall be entertained. The documents/certificates etc., mentioned anywhere in this tender document including the Check List, wherever applicable shall be a part of this tender and the tenderer shall submit the same in the Technical Bid Cover. In addition to this, the

tenderer shall sign and submit one copy of the blank document, including addendum/corrigendum (if any), duly signed and stamped as a token of having read and accepted all the tender conditions.

7.3 Pre-Bid Meeting:

There will be a Pre-bid meeting on **21.10.2019 by 11.00 AM** at the office of the Joint Director of Agriculture at **Thoothukudi – 628 101** during which the prospective tenderer can get clarifications about the tender. The tenderers shall send their queries in writing, if any so as to reach the office of the Joint Director of Agriculture, **Thoothukudi – 628 101** before the pre-bid meeting date.

Non- attending of Pre-bid meeting is not a disqualification.

7.4 Clarification on the tender

A prospective tenderer requiring any clarification on the tender may request the Office of the Joint Director of Agriculture, **Thoothukudi – 628 101** by a letter or by fax or by e-mail. Joint Director of Agriculture, **Thoothukudi – 628 101** will respond in writing to any request for clarification in the tender. For e-mail communication from the tenderers, e-mail reply from the Joint Director of Agriculture, **Thoothukudi – 628 101** shall be treated as valid communication.

7.5 Amendments to the Tender

- i. Joint Director of Agriculture, Thoothukudi may amend the tender wherever it is felt that such an amendment is absolutely necessary.
- ii. Amendment to tender may also be given in response to clarifications by prospective tenderers and it is solely the discretion of the Joint Director of Agriculture, **Thoothukudi-628101**. **Any amendment to the tender will be uploaded on the website <http://www.tenders.tn.gov.in>. Further it will also be sent by mail to those who have purchased the document from the Tender Inviting Authority. It is the responsibility of the tenderer to verify the amendments if any and get the amendment documents before the submission of the tender provided no such change could be effected 48 hours prior to the time fixed for opening of the tender.**

7.6 The Tender document is not transferable under any circumstances.

7.7 Each tenderer is eligible to submit only one tender for each item. Any deviation to this criteria may result in rejection of the tender.

8. PREPARATION OF TENDER

8.1 Tender Price and Contract Requirements.

- i. Tenderers are required to price the item in the schedule of price [Appendix-6] and fill in all blanks legibly and properly. Corrections, if any, shall be made out by crossing out, rewriting, signing and dating.
- ii. All purchase taxes, duties on purchases, entry tax and any other taxes and duties and levies on purchases, if any shall be included in the price but exclusive of GST. If GST is levied, it should be specifically mentioned with the prevailing percentage (%) of GST.
- iii. The rate should be F.O.R. on destination and should be inclusive of packing, Transporting charge either by rail or by road, to the Assistant Director of

Agriculture officers in Thoothukudi district, loading and unloading charges etc. The rates should not be altered or overwritten. The rates quoted shall always be both in figures and in words.

- iv. The tenderer shall fill up and sign the letter of tender (Appendix -4) all other schedules etc. which are included in the tender document.
- iv. Tenderers shall submit their tenders in accordance with the specifications of the tender document only. **Alternatives will not be considered.**
- v. The schedule of price shall be firm and fixed during the entire currency of the contract and completion of all contractual obligations. Any extension in time granted by Tender Accepting Authority to the completion schedule shall be subject to the condition and there will be no additional financial implication to the Joint Director of Agriculture, Thoothukudi.

8.2. Earnest Money Deposit (EMD)

1. Each tender must be accompanied by a Demand Draft / Banker's Cheque for the value as detailed below towards EMD. No interest will be paid for the EMD by the Department of Agriculture. (enclose EMD details in appendix 2).

Sl. No.	Name of the material	Approximate requirement in litres	Earnest Money Deposit to be paid (Rupees)
1.	Azadirachtin 1500PPM	35000	2,10,000

2. The Demand Draft / Banker's Cheque should be obtained from any Nationalised / Scheduled Bank and shall be drawn in favour of **THE JOINT DIRECTOR OF AGRICULTURE, Thoothukudi payable at, Thoothukudi**
3. The Department will arrange to refund the Earnest Money Deposit to unsuccessful tenderers after publishing of successful tenderers, within a reasonable time.
4. Registered Domestic Small Scale Industrial units are exempted from payment of Earnest Money Deposit for the product range mentioned in the respective certificate. Only those products covered under the certificate will be exempted for E.M.D., and only to the firms which participate in tender as a manufacturer. To avail exemption from payment of EMD the tenderer has to submit a SSI/NSIC certificate.
5. The EMD amount may be forfeited if:
 - a) The Tenderer withdraws his tender at any stage after the last date and time fixed for submitting the tender.
 - b) In case of a successful tenderer, if he fails to furnish the required security deposit or sign the agreement, within the stipulated *time limit*.

9. **TENDER PRICE AND CONTRACT REQUIREMENTS**

- 9.1. Tenderers are required to fill up the rate quoted and other details in the format prescribed in the schedule of prices Appendix- 6. Corrections if any shall be made out by crossing out, rewriting, signing and indicating the date.
- 9.2. Tenderer shall not make any changes in the format prescribed in Appendix-6
- 9.3. Rates should be quoted only for the packing and grade specified in the tender document. The item quoted should conform to the specifications mentioned in the schedule. (Appendix 8 A to 8 J)
- 9.4. The rates furnished in schedule of prices (Appendix-6) with any conditions, stipulations, Force Majeure etc., will not be accepted and such tenders will be summarily rejected.
- 9.5. The tenderer shall fill up and sign the letter of tender (Appendix.4) and all schedules etc. which are included in the tender documents.
- 9.6. Tenderers shall submit their tenders in accordance with the specifications of the tender documents only. Alternatives will not be considered
- 9.7. The prices shall be firm and fixed during the entire currency of the contract and till completion of all contractual obligations. Any extension in time granted by the tender accepting authority to the completion schedule shall be subject to the condition and there shall be no additional financial implication to the Joint Director of Agriculture / Government. The purchaser shall not be responsible for any change in the tax rate during the contract period.
- 9.8. The rates quoted in the tender should be valid for periods of one year from the date of acceptance of Tender/ signing of agreement.

10. Tender Validity

- 10.1 Tenders shall remain valid for a period of 180 days from the due date of submission of the Tender.
- 10.2 In exceptional circumstances prior to expiry of the initial time limit (10.1 above), the Tender Accepting Authority may request the Tenderer to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by fax. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be permitted to modify his Tender. However, he shall extend the validity of the Earnest Money Deposit for the period of the extension.

11. Packing

- 11.1 Raw materials and Packing unit and container specification with detailed description for each item should be quoted in Appendix-7 of the tender invariably and if failed to do so will entail summary rejection of the tender.
- 11.2 Raw materials and Packing unit and container should be as per the specification stipulated by the Department of Agriculture, as in Appendix-8 A.

12. Signing of the Tender

12.1 The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be signed by the person or persons signing the tender. The tenderer shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the tender document. This certification shall be from the Managing Director or the authorized person by the firm.

12.2. The tender shall contain no alterations or additions, except those to comply with instructions issued by the Joint Director of Agriculture, or as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person or persons signing the tender.

12.3 All the filled in pages in the tender document should be signed by the tenderer.

13. TENDER SUBMISSION

13.1 Due Date for Tender Submission

- (a) Tender in sealed cover as detailed in clause 12 will be received by the Joint Director of Agriculture, Thoothukudi at his office upto **11.00 A.M on 25.10.2019**. If the said date happens to be a holiday for this office, the tenders will be received on the next working day.
- (b) The Tender Inviting Authority may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Joint Director of Agriculture and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission as extended.
- (c) Any Tender received by the Joint Director of Agriculture, Thoothukudi after the due date and time as per clause.13.1(a) of this Tender document will not be considered and will be returned unopened to the tenderer.

14. Procedures for Submission of Tender

- a) Tenderers are advised to go through the tender document and understand all the provisions and stipulations contained therein before submitting the tender.
- b) The tender shall be submitted exactly as per the procedures and requirements stipulated herein.
- c) The tender must be submitted so as to be received within the stipulated date and time as per clause 13.1
- d) Tender submitted by telex, cable or fax will not be accepted and will be summarily rejected.
- e) The tender shall be submitted in two parts viz., Part A and Part B. **Each part shall be placed in an independent sealed envelope.** Each part shall be super-scribed on the cover as follows:

PART A	“TECHNICAL BID COVER” EMD and capability to supply AZADIRACHTIN <u>INSECTICIDE FOR THE CONTROL OF FALL ARMY</u> <u>WORM IN MAIZE CROP with the Tender details.</u>
NAME OF THE WORK	“TENDER FOR AZADIRACHTIN <u>INSECTICIDE FOR</u> <u>THE CONTROL OF FALL ARMY WORM IN MAIZE</u> <u>CROP FOR THE YEAR 2019-20” (Specify the items</u>
PART B	“PRICE BID COVER” Price quotation
NAME OF THE WORK	“TENDER FOR AZADIRACHTIN <u>INSECTICIDE</u> <u>FOR THE CONTROL OF FALL ARMY WORM IN</u> <u>MAIZE CROP FOR THE YEAR 2019-20” (Specify</u> <u>the items)</u>
LAST DATE AND TIME FOR RECEIPT OF TENDER	25.10.2019 - 11.00 A.M.

f) Both the first cover containing Part-A and the second cover containing Part-B shall be placed as a package inside an outer cover and shall be super scribed as follows:

TENDER FOR THE SUPPLY OF . . . (specify the name of the item)

g) The package shall be addressed to

**The Joint Director of Agriculture,
Thoothukudi – 628 101.**

Each cover shall carry the name and address of the Tenderer, prominently with phone number/ email id/ fax number.

14.1 The “Technical Bid Cover” shall contain the following as per the sequence indicated below.

1	Covering letter and Check List as per Appendix 1 A
2	Certified power of Attorney authorizing a representative (s) of the firm to sign the tender and all subsequent communication.
3	The Earnest Money Deposit or copy of the SSI of Tamilnadu State or NSIC Certificate in case of Small Scale units (Manufacturer) availing exemption from payment of EMD.
4	Declaration as per Appendix 1 B
5	<i>Evidence of relevant experience as per Appendix 2 and as per clause 3 of the document.</i>
6	<i>Evidence for Financial Standing as per Appendix 3 and a copy of Annual Audit Report/Balance sheet and Profit and loss statement for the three (3) preceding financial years. (as per clause 3 of the tender document)</i>
7	Letter of Tender as per Appendix-4
8	Declaration by the Tenderer that his Tender is without any technical and Commercial deviations in the format of the letter enclosed with the Tender as per Appendix-5
9	Evidence of Financial Standing as per Appendix-3 with copy of annual audited statement for 2015-16, 2016-17 and 2017-18. Income Tax statement for the preceding three years viz., 2015-16, 2016-17 and 2017-18 be submitted.
10	Copy of certificate of registration for Manufacturer/ Distributor Under Insecticides Act 1968, & Insecticide Rules 1971, Central Insecticides Board of Registration, Faridabad.
11	A Photocopy of the schedule of price [Appendix 6] as submitted by the tenderer in Part B, but with the "Price details blanked" to enable the Tender Accepting Authority to verify that the format of the schedule of price in the tender document has been strictly followed in the same manner by the tenderer and without any deviation or alteration of the format.
12	Schedule of confirmation of technical information as per Appendix -7 and Appendix -8
13	Bank certificate regarding credit facility as per Appendix -9
14	Notarized undertaking by the Tenderer as per Appendix – 10
15	GST registration certificate from the Commercial Tax Department of Tamil Nadu/ the State in which the firm is situated.
16	The identical copy of the Tender document with all pages duly signed by the authorized signatory of the Tenderer and stamped with the company seal. The document copy shall be returned as it is (with signature and seal) in token of having read, understood and accepted the various terms, conditions and specifications of the Tender document.
17	List of concurrent commitments including the schedule of contracts under execution including values, percentage of works completed and the scheduled date of completion of the work.
18	Valid proof of having stock point in Tamil Nadu.
19	Any other Technical details.

14.2 The "Technical Bid cover" shall NOT contain the following:

- i) **Schedule of price (Appendix- 6) of the tender document containing the tender price.**
- ii) Any indication either direct or indirect, implicit or explicit or implied regarding the tender price or its break-up details or any other related price indication etc., shall be the cause for outright disqualification of the entire tender

14.3. The cover superscribed as "Price Bid cover" shall contain the following in original.

- (i) Covering letter

(ii) Schedule of Price (as in Appendix-6 of the tender document) by clearly mentioning the product & its specification and the price duly filled without overwriting in both numbers and words & with each page signed, dated and stamped with the seal of the firm.

(iii) Apart from the schedule of price duly filled in, the tenderer shall not enclose any other document or statement that will influence the price. In such an event, the Tender Accepting Authority shall summarily disqualify the tenderer and reject the tender.

15. TENDER OPENING AND EVALUATION

15.1 Tender Opening: The authorised representatives of the Tender Accepting Authority will open the Tender in the presence of the tenderers or **their authorised representative at 3.00 P.M. on 25.10.2019**. In the event of the specified date of Tender opening being declared a holiday, the tenders will be opened at the same time on the next working day.

15.2 Part A cover containing Technical Bid shall be opened first. On opening the tender the details such as name of the tenderer, address EMD details will be read out .

16. Process to be Confidential

16.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Tender Accepting Authority in the processing of tenders or award decisions may result in the rejection of his tender.

17. Criteria for Evaluation

17.1 Tender evaluation will be carried out in accordance with the "Tamil Nadu Transparency in Tenders Act, 1998 and Rules, 2000, 2012.

18. Procedures for Tender Evaluation

18.1 After opening the tenders, the Tender Accepting Authority will determine whether the tenderer has fulfilled all the conditions as stipulated under clause 14.1 of this tender document viz., the EMD, the various appendices required to be submitted with the Tender, and other documents as called for.

18.2 The Tender Accepting Authority will then proceed with the evaluation of those tenders which have not been rejected as per clause 18.1 above.

18.3 Before proceeding with the detailed evaluation, the Tender Accepting Authority will determine whether the Tender is substantially responsive or not. A responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one:

- a) Which affects in any substantial way the scope, quality or performance of the works.
- b) Which in a substantial way is inconsistent with the Tender Documents, the Tender Accepting Authority's rights or the Tenderer's obligations under the Contract, or
- c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.4 To assist the examination, evaluation and comparison of Tenders, the Tender Accepting Authority, may at his discretion, ask any tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax but no change in the substance of the Tender shall be sought, offered, or permitted

18.5 If a Tender fails to be responsive, it will be rejected by the Tender Accepting Authority and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

18.6 The purchaser reserves the right to verify the availability of infrastructure facilities to ascertain the ability of the tenderer to supply quality material at any time and the purchaser also reserves the right to reject the tender of any tenderer based on the inspection report of the authorized representative.

19. Price Bid opening

- i. The Tender accepting Authority will then proceed with opening of Part B, i.e., "Price Bid Cover" of those tenderers whose technical tender under Part A have been found substantially responsive in all aspects and fulfill all the tender conditions. The opening of the "Price Bid Cover" will be done in the presence of those tenderers or their representatives who choose to be present. The Tender accepting Authority will inform such tenderers in advance about the acceptance of their technical tender and the date and time of opening of the "Price Bid Cover".
- ii. On opening of the "Price Bid Cover", the price as quoted by the tenderers will be read out.

19.1. Criteria for Price Bid Evaluation

- i) Tender evaluation will be carried out in accordance with the "Tamil Nadu Transparency in Tenders Act, 1998 Rules 2000" and Rules 2012
- ii) In price bid evaluation the following procedures will be adopted.
 - a. The quoted prices shall be corrected for arithmetical errors.
 - b. In case of discrepancies between the prices quoted in words and in figures, lower of the two shall be considered.
 - c. The Evaluation shall include all central duties such as customs duty and central excise duty and GST/ applicable taxes as a part of the price.

- d. In a tender where all the tenderers are from within the State of Tamil Nadu should have GST Registration together with Pesticide license. Latest clearance certificate obtained from GST Authorities to be submitted.
- e. For the tenderers from outside the State of Tamil Nadu, should have storage facility in Tamil Nadu with valid Pesticide license and GST registration.
- f. The Tender Accepting Authority may carry out negotiation with lowest tenderer (L1) as per evaluation.
- g. The Tender Accepting Authority reserves the right to ask other tenderers to match the L1 price if required, according to the Tamil Nadu transparency in Tenders Rules 2000 and 2012.
- h. The total ordered quantity will be apportioned among the L1 bidder and the other bidders who are matching the L1 rate, at the discretion of Tender inviting authority as per the provisions of Tamil Nadu Transparency in Tenders Act and Rules and other terms and conditions of the Tender.

20. Award of Tender

- 20.1.** The award of the tender shall be made strictly in accordance with the "Tamil Nadu Transparency in Tenders Act, 1998 and Rules, 2000, 2012.
- 20.2.** The **Joint Director of Agriculture, Thoothukudi** has the right to accept any tender and to reject any or all tenders.
- 20.3.** Notwithstanding anything that is said herein, the Tender Accepting Authority reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the Tender Accepting Authority's action.
- 20.4.** The Tender Accepting Authority may vary the tendered quantity by 25% as per the Tamil Nadu Transparency in Tenders Act, 1998 and Rules, 2000, 2012.
- 20.5** The Tender Accepting Authority reserves the right to split up the items into convenient portions and allot them to different contractors and to increase or decrease any of the quantities mentioned in the tender document.

21. Notification of Award

- 21.1** The tenderer whose tender has been accepted will be notified of the award by the "Tender Accepting Authority", in writing by registered letter.
- 21.2** The notification of award will constitute the formation of the rate contract, subject only to the furnishing of a Security Deposit in accordance with the provisions of clause 22 of this tender document and the signing of the Agreement as per clause 23 of this tender document.
- 21.3** Upon furnishing by the successful tenderer or tenderers the performance security deposit and upon signing the Agreement, the Joint Director of Agriculture, Thoothukudi will arrange to return the E.M.D of the unsuccessful tenderers.

22. Security Deposit

22.1The successful tenderer will be required to furnish security of 5% (five percentage) of the total value of all orders likely to be placed within 2 days from the date of receipt of the communication intimating the acceptance of tender. This deposit should be in the form of Small Savings Scripts Deposits Account in any of the post offices and surrender the pass book to the office of the Joint Director of Agriculture, Thoothukudi duly indicating the pass book pledged to the Joint Director of Agriculture, Thoothukudi or demand draft or Bankers' Cheque or where the procuring entity deems fit, irrevocable bank guarantee in a prescribed form..

22.2 If the accepted tenderer fails to remit the security deposit within the above said period, the Earnest Money paid by him will be forfeited to the Department of Agriculture, Government of Tamil Nadu and his tender will be held void.

22.3No interest will be paid by this Department on the Earnest Money Deposit or on the Security Deposit.

22.4The successful tenderer will be required to produce all original certificates after the acceptance of the tender for verification and return. Failure to produce original certificate entails cancelling of offer.

23. Signing the Agreement

23.1The successful tenderer will be required to execute an agreement on a non-judicial stamp paper to the value of Rs.100/- embodying the terms and conditions to the tender within 15days from the date of receipt of intimation of the acceptance of the tender.

23.2If the agreement mentioned in sub-clause 23.1 above is not executed in the prescribed period, the Earnest Money Deposit and Security Deposit of the tenderer are liable to be forfeited to Government.

23.3In case of successful tenderer being the SSI, if the agreement mentioned in sub clause 23.1 above is not executed in the prescribed period, the approval granted accepting the tender will become null and void.

23.4 The successful tenderer if fails to execute the agreement in the stipulated period he will also be liable for all damages arising there from such default including the cost of conducting fresh tenders and the increase in rates if any, in the subsequent agreement and shall compensate for all losses sustained by Government in this regard.

23.5 **Rate contract should be valid for a period of one year** from the date of execution of agreement.

24. Other Conditions

- 24.1** The list of each item in the appended statement is an approximate requirement of the department for purchase during 2019-2020.
- 24.2** One tenderer can submit only one Tender in respect of each item.
- 24.3** Adducing reasons like breakdown of machinery in the factories, power cut if any, enforced by the Electricity Board, strikes, non-availability of technical grade materials for formulation, non-availability of containers of required size and quantity for not accepting orders when placed or for delays if any in actual supplies, will not be entertained. Non-fulfilment of the contract on any grounds will result in **forfeiture of part or whole of Security deposit / Earnest Money Deposit amount which may be decided by the JOINT DIRECTOR OF AGRICULTURE, THOOTHUKUDI** besides debarring the supplying firm to enter in the subsequent periods.
- 24.4** Failure on the part of the tenderer to execute the orders in time and entailing the department to resort to the purchase from other sources at higher prices than the rate contract will also be subject to recovery of the difference in cost from the tenderer.
- 24.5** If a firm fails to supply the item approved under the rate contract, the firm will be debarred from participating in the subsequent year contract at the discretion of the Tender Accepting Authority.
- 24.6** If at any time during the currency of the tender period, the items supplied are found to be not in accordance with the specifications, the conditions imposed in the agreement will be enforced.
- 24.7** In the event of non-compliance of the tender conditions by the tenderers, tender accepting authority reserves the right to reallocate or revise the item already approved at the time during the currency of the tender period.
- 24.8** The quantity shown against each item is subject to any increase or decrease depending upon requirement of the department during the period covered by the tender. The purchase by the department of the quantity shown in each item in the statement in full or in part is also not guaranteed.
- 24.9** If the tenderer is from outside Tamil Nadu, valid proof of having stock point in Tamil Nadu should be produced.
- 24.10** The "Tender Accepting Authority" reserves the right to waive any of the conditions depending on exigencies.
- 24.11** The tenderer has to furnish quality test report (in original) for participating items as mentioned in para 1.1 in Table 1 of the tender document, abiding the specification mentioned in 8A.

25. Delivery

- 25.1** The tenderer should intimate the indenting officer the exact date of receipt of indent and the probable date of despatch of the consignment.
- 25.2** The tenderer should deliver the materials to the Assistant Director of Agriculture offices in Thoothukudi district immediately or within 3 days time including the date of receipt of indent, without any penalty. Any delay in supply, irrespective of the power cut if any enforced by the power utilities, strikes, non-availability of labour, non availability of containers of required size, quantity etc. will not be entertained and acceptable.
- 25.3** The supplier should mark a copy of the Delivery challan to the **Joint Director of Agriculture, THOOTHUKUDI.**
- 25.4.** The samples will also be drawn from the delivery points by the authorized officer and sent for quality testing at the expenses of the supplier, in case of substandard supply the material should be taken back within 7 days otherwise it will be rebooked at the cost of the supplier. In case, if the firms' supplied material is found sub-standard repeatedly morethan one time his supply order will be cancelled and his firm will be recommended to Government for blacklisting besides taking legal action for the loss caused to Government.
- 26. Payment and Mode of Payment**
- 26.1** Payment shall be made to the firm by the consignor only on receipt of goods an after due verification and testing for quality and quantity by notified laboratory as per the instructions of the Joint Directorate of Agriculture.
- 26.2** No payment will be effected against LR/RR/or through Bank for the consignment by the Department.
- 26.3** Any stipulated conditions other than the one in 26.1 on mode of payment shall be considered as disqualification and tender rejected summarily.
- 26.4** No mobilization advance or any sort of advance payment request shall be considered
- 26.5** The tenderer should submit the invoice in triplicate to the concerned Block Assistant Director of Agriculture and a copy of the invoice to the Joint Director of Agriculture, Thoothukudi – 628 101 while raising the invoice for the supplied products.
- 27. Warranties and Penalty**
- 27.1** The tenderer is liable to a cut of 1% (One percentage) of the total amount in the bill, if the despatch is effected, beyond 3 days and upto 10 days of receipt of indent.
- 27.2** If the consignment is booked between 11th and 21th day, a cut of 2% (two percentage) will be imposed on the total amount of the bill.
- 27.3** Consignments booked after 21th day will not be accepted and the indents lapse automatically.
- 27.4** The cuts effected as mentioned in 27.1 and 27.2 above shall be deducted from the total amount of the bill, or from the Security Deposit by the Joint Director of Agriculture, Thoothukudi.

- 27.5 The seller warrants that the goods delivered by him under this agreement will be suitable and may be used for the purpose for which the buyer is purchasing the same. If it is found at any stage that the materials offered are not upto the specifications already approved by this Department or defective or misbranded, such materials shall be rejected and such rejected goods or materials shall be removed at the expense of the seller within seven days after notice given to him.
- 27.6 Failure on the part of the tenderer to execute the orders in time and entailing the department to resort to the purchase from other sources at higher prices than the rate contract will also be subject to recovery of the difference in cost from the tenderer.
- 27.7 The Joint Director of Agriculture, Thoothukudi also reserves the right to decide whether the EMD or security deposit or both the amounts should be forfeited for non-fulfilment of the contract.
- 27.8 The Joint Director of Agriculture, Thoothukudi also reserves the right to recommend to the Government for black listing the firm in the case of non-fulfilment of the condition of contract within the period of contract.

28. TERMINATION OF CONTRACT

28.1 Termination for Default:

- (a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Supplier, terminate the contract in whole or part, (i) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or (ii) if the Supplier fails to perform any of the obligation(s) under the contract; or (iii) if the Supplier, in the judgment of the Purchaser, has engaged in fraudulent and corrupt practices in competing for or in executing the contract.
- (b) In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, the goods and services similar to those delivered and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

28.2. Termination for Convenience:

The Purchaser maybe by written notice, with a notice period of 7 days sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

29. Special Conditions

- i. Adducing reasons like break down of machinery in the factories, power cut if any enforced by power utilities, strikes, non-availability of technical grade materials non-availability of raw materials in actual supplies or any other reason will not be entertained. **Non-fulfilment of the contract on any grounds** will result in forfeiture of part or whole of Security Deposit / Earnest money deposit amount which may be decided by the Joint Director of Agriculture, Thoothukudi besides debarring the supplying firm to enter into subsequent tenders. Besides this the tenderer will be liable for all damages

arising there from such default including the cost of conducting fresh tenders and the increase in rates if any in the subsequent tender shall compensate for all losses sustained by the Government in this regard.

- ii. If the Tenderer fails to effect the supply within the stipulated time, the purchaser is at liberty to make alternate arrangement for purchase of the items for which the purchase Orders have been placed, from any other sources or in the open market or from any other tenderer who might have quoted higher rate, at the risk and cost of the supplier and in such case the tender purchaser has every right to recover the cost and impose penalty, besides taking any other action.
- iii. The price quoted by the tenderer shall not in any case exceed the local market rate and the maximum retail price.
- iv. If the tenderer fails to supply the material approved under this contract, the tenderer may be debarred from participating in the subsequent tenders at the discretion of the Tender Accepting Authority.
- v. Indent for the supply of *Azadirachtin insecticide* will be placed by the concern Agricultural Extension Centre of Thoothukudi District.
- vi. In the event of non-compliance of the tender conditions by the tenderer, the Joint Director of Agriculture, Thoothukudi reserves the right to reallocate or revise the allotment already approved at any time during the currency of the tender period.
- vii. The rates should be quoted with reference to the specifications as mentioned in the tender schedule.
- viii. The Tender Inviting Authority reserves the right to verify any information and documents submitted by the tenderer in response to this tender and the tenderer shall, when so required by the tender inviting authority, make available all such information, evidence and documents including the original as may be necessary for such verification. Any such verification or lack of verification by the tender inviting authority shall not relieve the tenderer of its obligation or liabilities hereunder nor will it affect any rights of the Tender inviting Authority / Purchaser.
- ix. The Tender Inviting Authority before accepting the tender may also reject all the tenders for reasons such as changes in scope of procurements, new technologies or substantial design changes, lack of anticipated financial resources, Court Orders, accidents or calamities and other unforeseen circumstances.
- x. The Tender Accepting Authority has the right to consider the reputation of the tenderer.
- xi. If any dispute arises, shall be settled within the Judicature of the High Court, Madurai.

**APPENDIX-1A
CHECK LIST**

**(Only confirmation for the enclosed documents and not as tender conditions)
(Please tick Yes / No as the case may be, for each item below)**

Tender for supply of (Specify the item)

1	Covering letter and Check List as per Appendix 1 A	Yes/No
2	Certified power of Attorney authorizing a representative (s) of the firm to sign the tender and all subsequent communication.	Yes/No
3	The Earnest Money Deposit or copy of the SSI of Tamilnadu State or NSIC Certificate in case of Small Scale units (Manufacturer) availing exemption from payment of EMD.	Yes/No
4	Declaration as per Appendix 1 B	Yes/No
5	<i>Evidence of relevant experience as per Appendix 2 and as per clause 3 of the document.</i>	Yes/No
6	<i>Evidence for Financial Standing as per Appendix 3 and a copy of Annual Audit Report/Balance sheet and Profit and loss statement for the three (3) preceding financial years. (as per clause 3 of the tender document)</i>	Yes/No
7	Letter of Tender as per Appendix-4	Yes/No
8	Declaration by the Tenderer that his Tender is without any technical and Commercial deviations in the format of the letter enclosed with the Tender as per Appendix-5	Yes/No
9	Evidence of Financial Standing as per Appendix-3 with copy of annual audited statement for 2015-16, 2016-17 and 2017-18. Income Tax statement for the preceding three years viz., 2015-16, 2016-17 and 2017-18 be submitted.	Yes/No
10	Copy of certificate of registration for Manufacturer Under Insecticide Act 1968, & Insecticide Rule 1971 and Central Insecticides Board of Registration, Faridabad.	Yes/No
11	A Photocopy of the schedule of price [Appendix 6] as submitted by the tenderer in Part B, but with the "Price details blanked" to enable the Tender Accepting Authority to verify that the format of the schedule of price in the tender document has been strictly followed in the same manner by the tenderer and without any deviation or alteration of the format.	Yes/No
12	Schedule of confirmation of technical information as per Appendix -7 and Appendix -8 A	Yes/No
13	Bank certificate regarding credit facility as per Appendix -9	Yes/No
14	Notarized undertaking by the Tenderer as per Appendix – 10	Yes/No
15	GST registration certificate from the Commercial Tax Department of Tamil Nadu/ the State in which the firm is situated.	Yes/No
16	The identical copy of the Tender document with all pages duly signed by the authorized signatory of the Tenderer and stamped with the company seal. The document copy shall be returned as it is (with signature and seal) in token of having read, understood and accepted the various terms, conditions and specifications of the Tender document.	Yes/No
17	List of concurrent commitments including the schedule of contracts under execution including values, percentage of works completed and the scheduled date of completion of the work.	Yes/No
18	Valid proof of having stock point in Tamil Nadu.	Yes/No
19	Any other Technical details.	Yes/No

**Signature of the authorised
Signatory of the Company**

Name of the Company

Name of the authorised signatory

Seal of the Company.

**APPENDIX-1B
DECLARATION**

SUPPLY OF (Specify Item)

CERTIFICATE (To be submitted along with the tender)

- 1) I / We have gone through the instructions in the tender and agree to abide by all the conditions mentioned there in.
- 2) I / We hereby have remitted Rs. (Rupeesonly)as Earnest Money Deposit and agree to have it forfeited to the Department of Agriculture in case of my / our failure to undertake the contract for the items accepted by the Tender Accepting Authority, Thoothukudi.
- 3) I / We hereby certify that the prices tendered by me / us is to the best of my / our knowledge and belief, are not more than the price which is permissible for me / us to charge a private purchaser for the same items and description of goods under the provisions of any law in force.
- 4) I / We hereby certify that the rates quoted in this tender is final and I / We will not come forward for any revision or alteration in rates quoted subsequently due to hike in prices or any other reasons.
- 5) I / We hereby accept to forfeit the Earnest Money Deposit in the event of withdrawal of tender by me /us subsequent to opening of the tender.

Signature

Place

Name and address

Date:

WITNESS SIGNATURE:

Company Seal

Name, Address and Occupation of witness.

APPENDIX-2
Manufacturing and sale experience of the Manufacturer
REFERENCE LIST OF CONTRACTS TO ESTABLISH THE CAPACITY TO
SUPPLY

Name of the item:

Qty. in MT.

Financial Year	Qty Manufactured	To whom supplied	Qty sold	Invoice No and date	Value of the supply Rs. in lakh
2015-16					
2016-17					
2017-18					

Contact official of the Department / Organization with whom the contract was executed

Name

Phone No.

Documentary evidence should be furnished for the quantity required. copies of Invoice should be attached. For each item separate sheet to be furnished, if the firm participates for more than one item. Only supplies made for Agricultural purposes shall be considered.

Signature of the tenderer

APPENDIX-3

FINANCIAL CAPABILITY

1	Name of the Firm	:	
2	Address of the Registered Office	:	
3	Address of the office of Communication	:	
4.	Address of the Manufacturing units	:	
5.	Net Worth of the Firm	:	
6.	Annual Turn Over of the preceding three years	:	
	Year		Annual Turnover in Lakh Rs
	2015 - 2016		
	2016 - 2017		
	2017 - 2018		
	Average of the above three years		

Signature of Person (s) Authorised

Name & Designation:

Date:

Attachments to be submitted along with this Appendix:

- i. Annual Audit report, Balance Sheet and Profit and Loss statement for the preceding three financial years.
- ii. Countersigned statement of GST by the GST authorities should be enclosed.
- iii. Work sheet on the Net worth of the Firm.(**for Net Worth** : Capital Cost , Reserve & Surplus alone will be considered)

APPENDIX- 4
LETTER OF TENDER

To
The Joint Director of Agriculture,
Thoothukudi – 628 101.

Sir,

Subject: Tender for the supply of(Specify the item)

We, the undersigned do hereby tender and undertake to perform, provide, execute all the works, materials, matters and things described or intimated in the various schedules hereto annexed and the specifications thereto (which have been produced to and carefully examined by us) in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the said schedules, specifications at the rates given and as stated in the price schedule.

We herewith enclose DD / Bankers' Cheque No.....Date....
.in favour of the Joint Director of Agriculture, Thoothukudi. 628 101 for Rs. . . .
. . . (Rupees only) as a guarantee for the due fulfilment of our tender [EMD] and if successful undertake and agree to forward to the JOINT DIRECTOR OF AGRICULTURE, in (3) Three days after the notification of the acceptance by the JOINT DIRECTOR of AGRICULTURE, THOOTHUKUDI of this Tender has been received by us, the Security Deposit as demanded in the form and manner required as security for the due fulfilment of our Contract.

We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non acceptance as stipulated in clause 23 of the Tender document such period to date from the last date by which Tenders are due to be submitted to the Joint Director of Agriculture, Thoothukudi. If we do so withdraw, we shall forfeit the Earnest Money Deposit to the Joint Director of Agriculture, Thoothukudi. We further undertake to produce the certificate of Sales Tax verification in original from the Commercial Tax Department and agree to execute at our cost the Agreement in (3) Three days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the sum of Rs.(Rupees.. . . . only) accompanying this Tender shall be forfeited to the JOINT DIRECTOR OF AGRICULTURE, THOOTHUKUDI and this concluded Contract shall in such case be considered as having been cancelled or terminated and we agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand this.....day of.....of 2019.

Signature :

Name & Address :

APPENDIX- 5

FORM OF LETTER CONFIRMING AGREEMENT WITH TECHNICAL AND COMMERCIAL TERMS & CONDITIONS OF THE TENDER.

To
The Joint Director of Agriculture,
Thoothukudi – 628 101.

Sir,
Subject: Tender for supply of (Specify the item)

We have examined the Tender document, the receipt of which is hereby acknowledged.

We have submitted our Tender ref.....Dated.....for the supply of as per the specifications and terms and conditions of the Tender Document.

We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations are observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.

Thanking you and assuring you of our best services always.

Very truly yours,

Name of the Tenderer

Signature and name of the authorised signatory

Company Seal

APPENDIX- 6

SCHEDULE OF PRICE

(To be furnished in PART B: Price Bid Cover)

Name of Work : SUPPLY OF..... (SPECIFY THE ITEM)

Sl.No	Description	Rate quoted (MI / Litre)	
		Amount in Rs.	Amount in words
1.	Total price including all taxes, levies and other charges, but excluding GST		
2..	CGST		
	SGST		
	Total		

Name of the Tenderer :

Signature of Authorised Signatory :

Designation :

Date :

Company Seal :

APPENDIX - 7

SCHEDULE OF CONFIRMATION OF TECHNICAL INFORMATION

..... (Specify the item)
(Tenderer is to complete this schedule and submit it with the tender)

Name of the Material	Specifications	Packing Unit
Azadirachtin 1500PPM	.	

(The specification should confirm as per the specifications mentioned in appendix 8).

Name of the Tenderer :

Signature of Authorised Signatory :

Designation :

Date :

APPENDIX – 8
SPECIFICATIONS OF AZADIRACTIN 1500 PPM

(As desired by the Department)

(Pesticide should be notified as per Insecticide Act 1968, &
Insecticide Rule 1971)

**The Pesticide should not breakable while during transport & storage.
Ensure Quality and Quantity as per Insecticide Act 1968, &
Insecticide Rule 1971 and per the Specification Central
Insecticide Board of Registration, Faridabad.**

TERMS AND CONDITIONS

1. Approximate quantity required for the Pesticide Azadirachtin 1500PPM scheme 2. Rate quoted should be per Milli litres.	:	35000 Litres Approximately 500 ml Packing 1000 ml Packing 2500 ml Packing
F.O.R. destination	:	AEC of Kovilpatti, Kayathar Vilathikulam, Pudur, Pudukottai, Seidunganallur, Ottapidaram, Srivaikundam block of Thoothukudi District
Packing unit and container	:	500 ml, 1000 ml, 2500 ml. in printed Bottle / container

**If the Material becomes breakable during storage, it
should be replaced immediately at the cost of the supplier.**

APPENDIX – 9

BANK CERTIFICATE REGARDING CREDIT FACILITY

[To be produced in original]

This is to certify that M/s.....
is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the
above firm, we shall be able to provide required overdraft/credit facilities to them for
Rs..... (amount in words) to meet their working capital
requirement for executing the above contract.

Date:

**Signature and Designation of the
Authorised Officer**

Name and Address of the Bank

Place:

APPENDIX – 10

**NOTARIZED UNDERTAKING
[To be produced in original]**

I / We M/s..... represented by its Proprietor / Managing Partner / Managing DIRECTOR having its Registered Office at and its Production, Sales Premises at do declare that I / We have carefully read all the conditions of tender in Ref..... for the year 2019-20 floated by the Joint Director of Agriculture, Thoothukudi and accepts all conditions of the Tender. I / We declare that we possess a valid license manufacturing ofThe manufacturing License issued by the Competent Authority is enclosed with this Declaration.

I am / we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me / us if, any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.

Signature :

Name & Address :

Seal

To be attested by the Notary.

APPENDIX – 11

**Bank Guarantee Format
(To be executed in Rs.100/- Stamp Paper)**

To
The Joint Director of Agriculture,
Thoothukudi – 628 100.

Bank Guarantee No:

Amount of Guarantee:
Guarantee covers from:

Last date for lodgement of claim:

The Deed of Guarantee executed by
.....(Banker name &
Address) having Head Office at (Address)
(Hereinafter referred to as “the beneficiary”) for an amount not exceeding
Rs...../-(Rupees.....only)
as per the request of M/s
having its Office Address at (hereinafter
referred to as “Supplier”) against Letter of Acceptance Reference
..... dated of Joint Director of Agriculture, Thoothukudi.

This guarantee is issued subject to the condition that the liability of the Bank under
this guarantee is limited to a maximum Rs._____/-(Rupees _____only) and
the guarantee shall remain in full force upto months from the date of Bank
Guarantee and cannot be invoked otherwise by a written demand or claim by the
beneficiary under the Guarantee served on the Bank before _____ months from
the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the
Supplier shall furnish you with a Bank Guarantee by a Scheduled / Nationalised Bank for
the sum specified therein as security for compliance with the Supplier’s performance
obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Banker’s address).....
....., hereby affirm that we are guarantors and responsible to you
on behalf of the supplier upto total of Rs._____/-(Rupees
.....only) and we undertake unconditionally to
pay you, upon your first written demand declaring the Supplier to be in default under the
contract and without any demur, cavil or argument, any sum or sums within the limit of
Rs_____/-(Rupees _____only) as aforesaid, without your needing to
prove or show grounds or reasons for your demand or the sum specified therein.

We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the supplier.

This Guarantee is valid untilmonths from the date of bank guarantee.

Notwithstanding anything contained herein.

Our liability under this guarantee shall not exceed Rs. _____/-
(Rupees.....only). This Bank Guarantee shall be valid upto ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorized Officer, has set its, hand and stamp on thisat _____.

Witness:

(Signature)

(Name in Block Letters)

ABBREVIATIONS USED IN THE TENDER DOCUMENT

ABBREVIATION	EXPANSION
<i>GST</i>	<i>Goods and services Taxes</i>
<i>CGST</i>	<i>Central Goods and services Taxes</i>
<i>SGST</i>	<i>State Goods and services Taxes</i>
<i>EMD</i>	<i>Earnest Money Deposit</i>
<i>SSI</i>	<i>Small Scale Industries</i>
<i>NSIC</i>	<i>National Small Industries Corporation</i>
<i>F.O.R.</i>	<i>Freight on Road</i>
<i>LR</i>	<i>Lorry Receipt</i>
<i>RR</i>	<i>Rail Receipt</i>
<i>DD</i>	<i>Demand Draft</i>
<i>NSC</i>	<i>National Saving Certificate</i>
<i>Supplier</i>	<i>The successful tenderer whose tender has been accepted.</i>
<i>Purchaser</i>	<i>Joint Director of Agriculture, Thoothukudi on behalf of the Government of Tamil Nadu</i>