

INTEGRATED TRIBAL DEVELOPMENT AGENCY, PADERU, VISAKHAPATNAM DISTRICT

ANNEXURE – A

TERMS AND CONDITIONS

I. Meanings:

1. **Contractual obligation:-** SUPPLY OF TURMERIC SEED MATERIAL
2. Last Date & Time:- 07-02-2020 BY 1.00 P.M and tenders will be opened by 3.00 P.M.
3. Place of Tender : I.T.D.A. PADERU
4. **Annexure-B:-** The prescribed Tender Schedule, which shall be filled in fully by the tenderer or his authorized representative with written proof of authorization.
5. **Usual Official Language:-** The medium of language used in tender form is English.
6. **Tenderer / Manufacturer:-** Supplier.
7. **ITDA/Vendee:-** The Integrated Tribal Development Agency, Paderu.
8. **Authorized Representative of the ITDA:-** The Project Horticulture Officer, ITDA, Paderu or an Officer appointed for the time being for the purpose by the Project Officer, ITDA, Paderu.
9. **Dispute:-**The breach of contractual obligation arises out of the tender conditions.
10. **Sole Arbitrator:-** The Project Officer, ITDA, Paderu or his nominee.

II. Submission of Tenders:-

- a) The sealed covers containing the tender schedule given in Annexure-B shall be addressed to the Project Officer, ITDA, Paderu and shall be super subscribed as "Tender for supply of Turmeric Seed Material .
- b) Tender(s) shall be filled in Annexure-B only (enclosed). All columns shall be filled in full, with clear terms and in usual official language only.
- c) The sealed tender(s) (in Annexure-B) shall be signed & presented either by the intending tenderor(s) or through his / her / their authorized representative(s) with written proof, in person put in the Tender Box kept in ITDA, Paderu within the time & date and also produce sample.
- d) The tender(s) received upto the last time & date and at the place indicated in the tender notice shall only be taken into consideration for opening in the presence of the tenderers / their authorized representative (s) present at the time prescribed for opening of the Tender in Annexure-B. No tenders through post or email will be entertained.

- e) Tender(s) are valid for a period of 7(seven) days or for such extended period from the date of its submission or till the orders cancelling the tenders issued which ever is earlier.
- f) Any conditional tender or tenders filed other than in the form given in Annexure – B shall be liable for rejection out right by the Project Officer, ITDA, Paderu or authorized representative.
- g) All the corrections, additions, erasers, over writing incorporated in the tender documents shall be initiated by the person or persons signed in the tender documents only.
- h) Tenders offered without quoting price in the tender schedule will be rejected.
- i) No claims for additional amounts other than the rate quoted will be accepted.
- j) The tenderer shall prepare and submit the tender duly appending his signature on all pages.
- k) Only one tender shall be submitted by each tenderer.

III. Pre-qualification Criteria:

- a) The tenderer shall be a competent person under law to execute / enforce an agreement.
- b) In case of tenderer represented by his agent / authorized representative / third party the person so represented on his behalf shall be authorized to submit the tender. The written authorization obtained on official letter head, with stamp/seal if any, from the tenderer himself or a responsible person of representing the tenderer who shall be competent to give such authorization under the deed/memorandum/rules & orders etc. or / power of attorney in the prescribed format shall be furnished along with the tender.
- c) The tenderer must not have defaulted/blacklisted regarding bad performance/delivery in any department/organization of Government of India or by any state Governments or its department/organizations as on the date of bid opening.
- d) No tenderer found insolvent or convicted in any charge by the Court or involves in any dispute with the ITDA in past/present is entitled to participate in the tender(s).

IV. Documents to be furnished:

- a) The tenderer shall furnish duly filled in original Annexure-B (Tender Schedule) which accompanied by the prescribed payment of EMD.
- b) A copy of proof of residence/existence, PAN No. shall be furnished.

V. Payment of Earnest Money Deposit:-

- a) The EMD of Rs.9,00,000/- (Rupees nine lakhs only) shall be paid along with the tender form.
- b) The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the agreement.
- c) The EMD shall be forfeited if the tenderer either modifies or withdraws his tender within the tender validity period.

VI. Mode of Payment:-

- (a) All payments shall be made by way of "ACCOUNT PAYEE DEMAND DRAFT" obtained in favour of "PROJECT OFFICER, ITDA, PADERU" drawn on any Nationalised Bank and payable at Paderu only.
- (b) Under no circumstances, Cheques / Cash shall be accepted towards the payment of EMD.

VII. Scope of Contract & its term:

- a) The contract details, scope of assignment, Supplier requirements are as specified.
- b) The rate should be quoted containing the rate per each kg. (including all taxes and delivered to (10) Mandal headquarters of I.T.D.A. PADERU;
- c) The Tenderer should supply the total indented quantity of seed material within (60) days from the date of receipt of the work order to (10) Agency Mandal headquarters of Paderu agency area, Visakhapatam District.
- d) If the tenderer fails to supply Turmeric Seed material within the stipulated time, specifications and to the destination points, the indent placed will be liable for cancellation duly forfeiting the EMD of the tenderer and the tenderer will be block listed.
- e) The Tenderers should have PAN number.
- f) The tenderer should supply whole or split mother and finger rhizomes well developed healthy and disease free.
- g) The tenderer should take the Turmeric seed from tribal farmers on buy back agreement for 1 year from the date of first harvest as per the prevailing market rate at that time, for which the tenderer should have submitted an agreement in Rs.100/- Non Judicial stamp paper and also Security Deposit of Rs.10,00,000/-. The Security Deposit will be returned after completion of buy back terms.

- h) ITDA officials and Horticulture Research Station officials will inspect the entire stock (quantity, quality and as per the specifications mentioned above) in the presence of Tenderer or their authorized representative at the time of receipt of stock at (10) agency mandals of ITDA, Paderu.
- i) In case of any deficiency, the stock receipt will not be accepted. Therefore the Tenderer shall ensure the stocks supplied are in good condition with longevity and as per the above specifications so that the material will be in serviceable condition and in case the stocks found unserviceable or defective the tenderer shall ensure prompt replacement of the material without hindering the project while meeting costs on his own.
- j) No advance payment will be made to the tenderer and the final settlement of bills made at any time will not carry interest.
- k) Payment of cost of Turmeric Seed Material to the tenderer is subject to the following only which will take place for (15) days:**
 - a. After supply of quantity of Turmeric Seed Material (deliver to 10 mandal points).
 - b. On receipt of acknowledgements from the Horticulture field functionaries duly countersignature of the Project Horticulture Officer, ITDA, Paderu.
- l) The term of this contract will be for of 3 months from the date of issue of Letter of Award and can be extended on mutually agreed T&C after completion of project tenure.
- m) The Project Officer, ITDA, Paderu shall have sole discretion to extend the term of the agreement for such period as considered appropriate. The extended period shall be without a change in terms and conditions including the rate offered by the Tenderer.

VIII. Amendment to Bidding Documents:

- a) At any time before to the dead line for submission of bids, the Project Officer, ITDA, Paderu may, for any reason, whether it is on its initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment (s).
- b) The amendment will be notified in writing and put in the website. The Project Officer, ITDA, Paderu will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

IX. Opening and evaluation of BIDS:

- (a) The prescribed Tender form Annexure – B which shall be filled in full by the tenderer or his authorized representative,
- (b) The Tenderer in person or their authorized representatives shall be present **with samples** one hour before the time specified for opening of tenders on the day and time at the place indicated in the tender notice so that they can witness the tender proceedings.
- (c) The committee will verify the samples of the tenderers as per the specifications.
- (d) The ITDA has got the right to postpone/cancel any tender or all the tenders or withdraw/ reduce/enhance the quantities before commencement of the tender proceedings or afterwards basing on the requirement, and also reserves the right to use its discretion depending on the circumstances prevailing at the time of opening tenders whether to accept or reject any tender and no claim will be entertained in this regard on any count.
- (e) **Bid examination and evaluation of price bids:** The Project Officer, ITDA, Paderu and committee constituted will examine the bids to determine whether they are complete in every respect or not, whether required documents have been furnished, whether the documents have been signed and whether the Tender schedule is generally in order. If any Tender schedule is not accompanied by the requisite earnest money deposit in the manner prescribed in the tender document, then that tender schedule shall be rejected and the bidder shall be informed accordingly.
- (f) The rate quoted in the tender shall be valid so long as the tender validity period is subsisting.
- (g) It shall be noted that whatever the party maintain the standards to its tender samples shall continue till the contract is ended with it and liable for any action contravening to said standards in future in any manner.

X. Acceptance of the Tender:-

- a) The lowest rate offered / obtained in the tenders may either be considered for acceptance or rejected without assigning any reason.
- b) The ITDA reserves the right to accept or reject any or all the tenders / rates offered without assigning any reasons and to purchase the stocks in any manner as they considered and deemed it on the same day or any other subsequent dates in the interest of ITDA.
- c) Work order will be placed with the lowest tenderer basing on the rate finalized during the tenders and if necessary, negotiations will be held.

- d) **Agreement** : In the event of acceptance of particular bid for award of Contract such a successful bidder has to execute contract Agreement on non-judicial stamp paper worth Rs.100/-. The contract or any part thereof shall not be sublet. If it is found that the work has been Sublette to any other agency or person in that case contract will be terminated and EMD shall be forfeited.
- e) **Governing Law and Jurisdiction**: This Agreement shall be construed and interpreted following and government by the Law of India and the Courts at Paderu of Visakhapatnam District, State of Andhra Pradesh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

XII. Liability of the ITDA:-

In the event of any unforeseen circumstances, if the contract is withdrawn or revoked the liability of the ITDA is limited to proportionate release of EMD only after deducting any monies towards taxes etc. and for no other claims of whatsoever nature.

XIV. Indemnity:-

- (a) The Tenderer shall solely responsible for any unlawful activities, if any, noticed during the contract period and also liable for appropriate action under relevant laws.
- (b) The Tenderer shall undertake to indemnify the ITDA against all losses, damages, costs etc., and shall always keep it fully indemnified during the period of contract for any deficiency of services.

XV. Application of laws/Taxes:-

- (a) All taxes as applicable from time to time.
- (b) The Supplier shall abide, at all times, by all existing enactments, rules made there under, any other regulations, notifications and bye laws of the Central & State Governments or local authority in respect of his service.
- (c) All statutory payments, charges, fees, taxes, levies, penalties etc. that may be his responsibility in respect of his men, material and other services shall be borne by him alone from his own funds, the ITDA bears no responsibility for the same.

XVI. Termination of Contract:-

- (a) It shall be lawful for the ITDA to terminate the contract that if there be any breach or non-observance of the any of the above terms and conditions, if the Tenderer commits any breach of trust, default or found ineffective and irregular in fulfilling obligations and other functions whatsoever and howsoever arise out of this agreement and for all such acts/subsequent conduct found contrary to the agreement entered with ITDA, and if there exists any circumstances which in the opinion of the ITDA prejudicially affects or may affect its interest at large.
- (b) Notwithstanding the above the ITDA may also terminate the contract for convenience without prejudice to his other rights.
- (c) The Tenderer shall have no claim for compensation for any loss that it may incur on this account.
- (d) All liabilities of the Tenderer shall be discharged without delay and demur.

XVII. Removal of Doubts:-

The Project Officer, ITDA, Paderu or authorized representative of the ITDA shall be final authority at the time of tender on the doubts, if any raised during opening tenders and also on the interpretation of the terms and conditions of the tender notice.

XVIII. Waiver & severability options:-

Failure of ITDA to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

XX. Jurisdiction of local courts:-

All legal disputes howsoever arising out of or concerning agreement howsoever arising shall be subject to the jurisdiction of the courts at Paderu only.

SIGNATURE OF TENDERER
WITH SEAL

TENDER SCHEDULE - ANNEXURE – B

From	To
	The Project Officer, I.T.D.A., Paderu – 531 024 Visakhapatnam District.

Sir,

In pursuance of your Tender Notice, I / We hereby confirm that I / We have gone through the terms and conditions & specifications given in Annexure – A appended to the said notice and I / We hereby undertake to abide by the same.

I / We offer the following rates for supply of Turmeric Seed Material.

Sl. No.	Nature of material intended	Unit of quantity	Variety	Amount offered in indian rupees (including all taxes, charges, loading, unloading and deliver to 10 agency mandal headquarters)
1.	Turmeric Seed Material	1 Kg.		

I / We _____ S/o _____
residing at Door No. _____

(full postal address to be given) offering the rate(s) on my own behalf / on behalf of
M/s. _____

(Name of full postal address) in the capacity of(viz.,
CEO/ Managing Partner / Authorized Representative etc.) are true to best of my knowledge
and I / we shall abide by all terms & conditions prescribed by ITDA when the work is assigned
on me. The letter of Authority duly signed by the Tenderer on whose behalf this tender is filed
is enclosed herewith.

Mobile No:

Phone No:

Fax No:

ENCL: (i) ATTACHMENT TO TENDER SCHEDULE.
(ii) TERMS AND CONDITIONS IN ANNEXURE.A DULY SIGNED.

SIGNATURE OF THE TENDERER
WITH SEAL

Date:
Place:

ATTACHMENT TO TENDER SCHEDULE IN ANNEXURE – B

1. Place of Tender : ITDA, Paderu
2. Last date & time for receipt of Tender : 07-02-2020 up to 1.00 P.M
3. Date & time of opening tender : 07-02-2020 by 3.00 P.M.

I / We hereby confirm that I / We have gone through the terms and conditions & specifications given in Annexure – A appended to the said notice and me / We hereby undertake to abide by the same. My details are as follows;

1	Name of the Tenderer with full address	
2	Contacts:	
	Telephone Office:	
	Telephone Residence:	
	Mobile No:	
3	Areas of business operation	
4	Income Tax PAN/GIR No. (Attach document)	
5	Whether the tenderer ensure supply of stock with longevity and serviceable condition and to the satisfaction of vendee	Yes / No
6	Whether the prescribed EMD is paid as indicated, if so details with DDNo. & date.	Yes/No. DD No _____ & Date..... Rs.9,00,000/-
7	Whether the prescribed Security Deposit is paid as indicated, if so details with DDNo. & date.	Yes/No. DD No _____ & Date..... Rs.10,00,000/-

SIGNATURE OF THE TENDERER
WITH SEAL

Date:
Place:

POWER OF ATTORNEY FORMAT

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr..... (full name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for in response to the Tenders invited by the Project Officer, ITDA, Paderu including signing and submission of all documents and providing information/responses to Project Officer, ITDA, Paderu in all matters in connection with our Tender document.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney according to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated thisday of February 2020.

For

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- *To be executed in favour of the authorized representative of the bidder*
- *The mode of execution of the Power of Attorney should be per the the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under the common seal affixed following the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *In case the Application is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed instead the Power of Attorney.*

