

**GOVERNMENT OF JHARKHAND**

**DEPARTMENT OF WOMEN, CHILD DEVELOPMENT AND SOCIAL SECURITY**



**REQUEST FOR PROPOSAL**

**TENDER DOCUMENT (SHORT TENDER) FOR SUPPLY OF WOOLEN  
BLANKETS IN LOHARDAGA DISTRICT OF THE STATE OF JHARKHAND  
THROUGH REVERSE e-AUCTION MODE ON NeML PLATFORM**

**OFFICE OF THE DEPUTY COMMISSIONER**

**Name of the District: LOHARDAGA**

**Address: DC Office, LOHARDAGA**

**Website of the district: <https://.lohardaga.nic.in>**

**E-mail ID:**

**Government of Jharkhand**  
**Department of Women, Child Development and Social Security**  
**DC Office, Lohardaga**

Tender Reference no.: 01

Date: 19/11/2020

**NAME OF THE WORK: TENDER DOCUMENT (SHORT TENDER) FOR SUPPLY OF WOOLEN BLANKETS IN LOHARDAGADISTRICT OF JHARKHAND THROUGH REVERSE E-AUCTION MODE ON NEML PLATFORM**

NAME OF THE PURCHASER	-	Deputy Commissioner, Lohardaga
DATE OF PUBLICATION OF NOTICE ON DISTRICT WEBSITE AND IN LEADING NEWSPAPER	-	19-11-2020
DATE OF THE PRE-BID MEETING THROUGH VIDEO CONFERENCING	-	25-11-2020-12:00 PM
Last date and time for uploading / Submitting tender documents on <a href="https://memberdocs.neml.in">https://memberdocs.neml.in</a>	-	30-11-2020 -02:00 PM
2 SAMPLE SUBMISSION BY SUPPLIER AT SOCIAL SECURITY CELL, Lohardaga	-	30-11-2020 -02:00 PM
MEETING OF THE LOCAL PURCHASE COMMITTEE CHAIRED BY DEPUTY COMMISSIONER, LOHARDAGA AT INCHARGE OFFICER, SOCIAL SECURITY CELL, LOHARDAGA	-	02-12-2020 by 12:00 PM
LAST DATE FOR REGISTRATION OF THE TECHNICALLY QUALIFIED SUPPLIERS/BIDDERS BY NCDEX e-MARKETS LIMITED (NEML)	-	04-12-2020 by 06:00 PM
LAST DATE FOR SUBMISSION OF EMD IN NeML ESCROW BANK ACCOUNT	-	07-12-2020 by 06:00 PM
REVERSE E-AUCTION BIDDING ON NeML PLATFORM	-	08-12-2020
TENTATIVE QUANTITY (UNITS)	-	10,900 Units

**TENDER DOCUMENT (SHORT TENDER) FOR SUPPLY OF WOOLEN BLANKETS IN LOHARDAGA  
DISTRICT OF JHARKHAND THROUGH REVERSE E-AUCTION MODE ON NeML PLATFORM**

**Section I**  
**INSTRUCTIONS TO BIDDERS**

Tenders are invited online through reverse e-auction mode in the prescribed format from Manufacturers/Authorized Wholesellers or Dealers, Government, Semi Government or Government Undertaking involved in similar business for supply of Woollen Blankets on rate contract basis, to be supplied in LOHARDAGA DISTRICT of Jharkhand.

**1. Earnest Money Deposit in the shape of** deposit in the shape of Electronic fund transfer to the notified NeML escrow account.

**2. Technical bid-** Photocopies of documents mentioned below as well as Annexure-II, duly signed and attested should be compulsorily uploaded on the website of NeML (<https://memberdocs.neml.in>) as part of technical bid and for registration with NCDEX e Markets Limited for participating in e-Auction:

**Quantity to be supplied:** LOHARDAGA district tentative quantity of supply of Blankets is mentioned in Annexure VIII.

**3. Financial bid**

Financial Evaluation will be done after opening of technical bid and through Reverse E-Auction Process.

Only those bidders who qualify the technical bid and whose samples of Blankets will be approved, will only be allowed to participate in reverse e-auction on NeML platform.

**4. Clarification of Bidding Documents**

A prospective bidder requiring any clarification on the bidding documents may notify the Buyer in writing at the Buyers mailing address as indicated in the bidding documents ([adss.socialsec.Lohardaga01@gmail.com](mailto:adss.socialsec.Lohardaga01@gmail.com)). The Buyer may respond in writing to any request for clarification of the bidding documents which it receives no later than 5 days prior to the deadline for submission of bids prescribed by the Buyer. NEML should to be kept in loop for any such clarifications to avoid communication gaps and understandings.

**5. Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. Any amendment to tender document will be published on the official website of the District ([www.Lohardaga.nic](http://www.Lohardaga.nic)) before conduction of reverse e- auction. All participants shall note the same. Non-receipt of communication regarding any amendment either by fax/ email is not a valid reason for not participating in the tender. All participants are advised to rely on publication of any such amendment/ clarification/ change on e-auction schedule etc on the official website of District rather than depending on other mode of communication from the District.

5.2 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Buyer, at its discretion, may extend the deadline for the submission of bids. Accordingly, necessary corrigendum will be issued and published on the official website of District (<https://Lohardaga.nic.in>).

## SCHEDULE TO THE INVITATION OF TENDER

Technical Specification can be seen at Annexure VII.

### 6. Earnest Money

6.1 2% of the Tender Value shall be remitted to NeML notified Escrow account through electronic fund transfer at least one working day prior to conduct of e-auction. EMD will be exempted for Micro and small enterprises registered in Jharkhand, under Jharkhand Procurement Policy 2014.

6.2 The Purchaser will forfeit the earnest money if the bidder withdraws his bid after the e-auction or if the bidder fails to furnish performance security after awarding of contract.

6.3 The EMD will be held by NeML till the time the successful bidder submits the Performance Security/ Security deposit to the Collectorate. The EMD of successful tendered will be refunded on confirmation of submission of Performance security/ Security Deposit to the Collectorate. The EMD will be refunded by NeML to the successful supplier after deduction of Transaction charges (0.5% of Trade Value) and applicable GST on transaction charges

### 7. Quotation Price

7.1 Rates are to be quoted on NeML e-auction platform.

7.2 Bidders will have to bid for entire quantity of Woolen Blanket as per the technical specifications mentioned in Annexure VII and tentative total volume as mentioned in Annexure VIII.

7.3 Rates are FOR destinations to different Block offices, District Headquarters and any other location as decided by Deputy Commissioner, Lohardaga.

7.4 The rate quoted should be in **RUPEES PER BLANKET and should not be more than Rs 300 per piece of Blanket.** It shall include all duties, taxes and fees that may be levied in accordance with the laws and regulations in force. Nothing in this Agreement shall relieve the bidder from its responsibility to pay any tax including any tax that may be levied in India on the profits made by it in respect of this agreement.

7.5 The rates quoted for each woolen blanket shall be fixed for the duration of the contract and shall not be subject to adjustment.

7.6 The bidder must keep the fact in their mind that the quantity mentioned in the schedule of requirement is a tentative approximation of requirement for the above mention period.

7.8 In case of any increase /decrease in the GST or any indirect tax is imposed by the Central/State Government after the last date of submission of bid, the final price per piece shall be increased /decreased accordingly subject to production of notification/document relating to such increase/decrease.

7.9 Two sample Blankets is to be submitted at the office of District Collectorate, Social Security Cell, Lohardaga on or before \_\_\_\_\_ before :- \_\_\_\_\_ which will be evaluated by Local Purchase committee (LPC) and if not found as per the specification mentioned in the tender, Technical bid of the bidder will be rejected.

### 8. Validity of quotation

8.1 Bids shall remain valid for 150 days from the date of e-auction. A bid valid for a shorter period shall be rejected by the Buyer as non-responsive.

8.2 In exceptional circumstances, the Buyer may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bid security provided under Clause 6 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

## **9. Procedure for Delivery and payment**

9.1 Successful bidder shall sign agreement with Deputy Commissioner, Lohardaga within 2 days of issue of consent letter from respective Collectorate.

9.2 After execution of the Agreement, based on the number allotted by the Collectorate, the Deputy Commissioner will issue a 'Delivery Instruction (hereinafter referred as DI)' indicating quantity of blankets to be delivered at Block Offices, District Headquarters and any other location as decided by Deputy Commissioner of Lohardaga.

9.3 On issue of such delivery instructions, the successful bidder will ensure delivery of Blankets within 10 (Ten) days from the date of issuance of Delivery Instructions to Block Offices of the district in the following manner:-

9.3.1 Two samples, besides the number mentioned in DI shall be submitted to District Collectorate.

9.3.2 The quantity mentioned in DI with a copy of Test Report from Government or NABL Accredited Laboratory

9.4 If the lab test reports of the samples stand contrary to the minimum standards as per the Agreement, the entire quantity delivered will be returned to the supplier at Supplier's cost and his Security Deposit will be forfeited and L2 will be asked to deliver the remaining quantity at the rate of L1. If L2 also fails to deliver the quantity, L3 will be called to complete the delivery.

9.5 If at any time during the performance of the Agreement, the successful bidder encounters force majeure impeding timely manufacture and/or delivery of Blankets and performance of his services, the manufacturer shall promptly inform the Deputy Commissioner in writing about the facts concerning delay, its likely duration and cause(s). After receipt of information from the manufacturer, the Deputy Commissioner shall evaluate the situation and may, at its discretion, extend the time of delivery to maximum of 5 days.

9.6 Under no circumstance, inordinate delay i.e a delay of more than 07 days shall be accepted. Legal action inclusive of process of debarring the agency from future participation, blacklisting of the entity, etc shall be considered.

9.7 Payment shall be made by Deputy Commissioner, Lohardaga after delivery of the goods in satisfactory condition and quality Report.

## **10. Penalty Provisions**

10.1 The supplier shall abide by the supply schedule issued by the Deputy Commissioner. For any delay in supply, penalty shall be imposed per week.

10.2 Delay shall be counted from 11th day from the date of issuance of Delivery Instruction.

10.3 Only force majeure cases as defined in this tender will be exempted from penalty.

10.4 In case of delayed delivery, penalty imposed shall be as below:

- i. @ 1.0% for the first two days (1<sup>st</sup> & 2<sup>nd</sup> day) of the cost of quantity involved in delayed supply
- ii. @ 5.0 % from 3<sup>rd</sup> to 4<sup>th</sup> day of the cost of quantity involved in delayed supply
- iii. @ 10 % from 5<sup>th</sup> to 6<sup>th</sup> day of the cost of quantity involved in delayed supply
- iv. @ 15 % from 7<sup>th</sup> day of the cost of quantity involved in delayed supply

10.5 Failure on the part of Supplier to lift the rejected stocks from the delivery point would attract penalty in the form of forfeiture of SD and further recovery of cost incurred by the Collectorate in disposal of stocks. It would have right to destroy such rejected stocks if the supplier fails to lift the stocks within stipulated time. No payment will be done by the Collectorate for such rejected stocks.

## **11. Inspections and Test**

- 11.1 The supplier shall permit the buyer or its representative(s) to inspect its manufacturing unit/ principal place of business and the supplier's accounts and records relating to the performance of the contract.
- 11.2 The Buyer or its representative(s) shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Buyer. A team of Officers designated by the Deputy Commissioner, Lohardaga, Jharkhand, will inspect the goods at the point of final dispatch or/and final delivery and issue a certificate that the goods are in conformity with the specification. Inspection shall be carried out as per Technical Specification. The Buyer shall notify the Supplier in writing in a timely manner of the identity of any representative retained for this purpose.
- 11.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. All reasonable facilities and assistance, including access to Stored Stocks and Production data – shall be furnished to the inspectors at no charge to the Buyer.
- 11.4 (i) Should any inspected or tested Goods fail to conform to the specifications, the Buyer may reject the goods and the Supplier shall either replace the rejected Goods as per specification requirements mentioned in **Annexure VII** free of cost to the Buyer.
- (ii) The Buyer's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destinations shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Buyer or its representative prior to the Goods shipment.
- (iii) Nothing in this Clause shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **12. Packaging and Labeling**

12.1 The packed woolen Blankets should be dry, moisture free and free from infestation.

12.2 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure

to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

12.3 The packing, marking and documentation on the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in any subsequent instructions ordered by the buyer

12.4 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, among other things, the following:

- i) District ii) Contract No. iii) Supplier's Name, and iv) Packing list reference number.

The Blankets must be packed in bag and packets according to given description-

Item	Number of blankets per bag
WOOLEN BLANKET	30-50

12.5 Other declarations to be made on each bag

- i. Blankets for District Collectorate, Lohardaga, Jharkhand
- ii. NOT FOR SALE

12.6 The successful bidder, at his expense, will replace within stipulated period any bag which gets damaged during delivery or is found in-violation of Specification / Packaging / Delivery terms of this document. The failure to do so, will make the supplier liable for penalty as has been mentioned in the Tender document. All packing charges will be borne by the successful bidder.

### 13. Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at final destinations, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. Costs of insurance will be included in the bid price mentioned in the financial bid.

### 14 Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused. The Supplier further warrants that the goods supplied under this Contract shall have no defect arising from design, materials of workmanship (except in so far as the design or material is required by the Purchaser's Specifications).

14.2 The Buyer shall promptly notify the Supplier in writing of any claims arising under this warranty.

### 15. Termination for Default

15.1 The Buyer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Buyer; or
- (b) if the Supplier fails to perform any other obligations(s) under the Contract.

- (c) if the Supplier, in the judgment of the Buyer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence the procurement process or execution of the contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

- 15.2 In the event the Buyer terminates the Contract in whole or in part, pursuant to Clause 15.1, the Buyer may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Buyer for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

#### **16. Termination for Insolvency**

The Buyer may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

#### **17. Force Majeure**

- 17.1 The successful bidder shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of events explicitly mentioned as war, civil war, riots, economic blockade called by bands, fire, severe earthquake, floods, storm, life threatening epidemics, any restrictive or prohibitive order imposed by administration on movement under section 144 of Cr. P. C. Such excuse from liability shall be effective only to the extent and duration of event(s) causing the failure or delay in performance and provided that the successful bidder has not caused such event(s) to occur. Notice of the successful bidder’s failure or delay in performance due to force majeure must be given to the Deputy Commissioner, Lohardaga, Jharkhand within five (5) calendar days after its occurrence. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure.

#### **18. Performance Security/ Security Deposit**

- 18.1 Within 2 days of the receipt of notification of award from the Buyer, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract. Performance Security shall be in the form of Bank Guarantee/F.D.R (Annexure IX) to be submitted at the time of signing of agreement.
- 18.2 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee/FDR in favour of Deputy Commissioner, Lohardaga, Jharkhand, payable at place / city where Collectorate is situated.



- 18.3 The Supplier shall furnish Performance Security to the buyer for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.  
In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
- 18.4 The performance security will be discharged by the Buyer and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations to the satisfaction of BUYER, including any warranty obligations, unless specified otherwise.
- 18.5 In the event of any contract amendment, the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.
- 18.6 NeML platform facilitates either award of contract to L1 or Forfeiture in case of non adherence to terms. A fresh e-auction can be conducted if L1 doesn't comply to it and L2 can be called and it is under the sole discretion of Deputy Commissioner, Lohardaga, Jharkhand. Accordingly above Clause can be modified.
- 18.7 The proceeds of the performance security shall be payable to the Buyer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

## **19. Evaluation of quotation**

By submitting the Financial Bid on online NeML e-auction platform, the bidder agrees to terms/ conditions/ specifications of the tender. Item rate shall be inclusive of all taxes including GST and others such as transportation etc.

## **20. ELIGIBILITY / PRE-QUALIFICATION CONDITIONS**

20.1 The Bidder must be Manufacturers/Authorized Whole sellers or Dealers Co-operative Society/Proprietorship firm/Partnership Firm / Limited Liability Partnership/ Private Limited Company or Public Limited registered in India, Government, Semi Government or Government Undertakings involved in identical business. The bidder should be legally competent to enter into contract as per prevailing laws. In case an entity falls under the category of Small or Micro Enterprise, certificate of Registration will be required.

20.2 The list of documents required as proof of registration

Sl. No.	Entity	Documents Required
1	In case of Proprietorship Firm	<ul style="list-style-type: none"> <li>• Copy of Registration</li> </ul> <p>An undertaking on non-judicial stamp paper of Rs 100/- stating that:</p> <ul style="list-style-type: none"> <li>• Authorizing any other Person for participation in bidding process and execution of Agreement, in case of selection.</li> <li>• True Copy of Resolution for participation in the bidding process.</li> <li>• Bidder shall be liable for contractual obligation arising thereof.</li> </ul>
2	In case of Partnership Firm/ Limited Liability Partnership(LLP)	<ul style="list-style-type: none"> <li>• Copy of Partnership Deed and Firm/LLP Registration Certificate</li> <li>• True Copy of Board of Resolution for participation in the bidding process.</li> <li>• An undertaking on non-judicial stamp paper of Rs 100/- stating that: <ul style="list-style-type: none"> <li>- All the Partners of the firm shall be jointly and severally liable for obligations arising thereof.</li> </ul> </li> </ul>
3	In case of Company (duly registered under Companies Act 1956 / 2013)	<ul style="list-style-type: none"> <li>• Copy of Registration</li> <li>• Copy of Memorandum and Articles of Association and Certificate of Incorporation</li> <li>• True Copy of Board of Resolution for participation in the bidding process.</li> <li>• An undertaking on non-judicial stamp paper of Rs 100/- stating that: <ul style="list-style-type: none"> <li>- All the Directors of the Company shall be jointly and severally liable for obligations arising thereof.</li> </ul> </li> </ul>
4	In case of Co-operative Societies The Co-operative society must be registered under Jharkhand Co-Operative Societies Act, 2008 or Multi State Co-operative Societies Act, 2002	<ul style="list-style-type: none"> <li>• Copy of Registration / Incorporation Certificate.</li> <li>• True Copy of Board of Resolution for participation in the bidding process.</li> <li>• An undertaking on non-judicial stamp paper of Rs 100/- stating that: <ul style="list-style-type: none"> <li>- All the Members of Managing / Executive Committee shall be jointly and severally liable for obligations arising thereof.</li> </ul> </li> </ul>

20.3 Co-Operative Society/Sole Proprietor/Partnership Firm/ Limited Liability Partnership/ Private Limited Company or Public Limited Company shall mention the name of person authorized to represent the entity and sign contract by copy of Board of Resolution/ Power of Attorney as per format at Annexure III.

20.4 The bidder shall provide the details of the entity in Annexure IV.

20.5 In case of a bidder,

- i. Being a Co-operative Society/Sole Proprietor/Partnership Firm/ Limited Liability Partnership/ Private Limited Company or Public Limited Company, all the minimum qualifying criteria as specified must be fulfilled by the bidder itself.

- ii. Any bidder found ineligible or currently blacklisted or involved in any corrupt and fraudulent practice in the past shall be debarred from the tendering process.
- iii. If a company/firm is a part of group of companies and being managed by the same Promoters/Directors/Proprietors/Partners and having the same line of business, then in such a situation if one company/firm of the group has been disqualified/blacklisted/debarred by any state Government or Central Government or court of law in connection with supply of blankets or work order of that company/firm has been cancelled due to malpractice/other reasons, it will be treated as ineligible or technically disqualified and shall be debarred from the tender process.

**20.6 The bidder must mandatorily upload self-attested copies of the following documents on [memberdocs.neml.in](http://memberdocs.neml.in) in addition to the documents enlisted in clause 20.2-**

- i. Copy of GST Registration
- ii. Acknowledgement for GST filing for 2018-19 from April 2018 to March 2019
- iii. Acknowledgement for GST filing for 2019-20 (quarterly/monthly)
- iv. Audited Financial Statement for FY 2016-17 with auditor's report (Balance Sheet & P/L Statement)
- v. Audited Financial Statement for FY 2017-18 with auditor's report (Balance Sheet & P/L Statement)
- vi. Audited Financial Statement for FY 2018-19 with auditor's report (Balance Sheet & P/L Statement)  
Also, Audit Report/CARO i.e. Form 3CA/3CB, 3CD of above financial Year ie FY 2016-17, FY 2017-18 and FY 2018-19 is mandatorily required.
- vii. Income tax returns for FY 2016-17
- viii. Income tax returns for FY 2017-18
- ix. Income tax returns for FY 2018-19
- x. Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.
- xi. If the bidder is registered under MSME Act 2006, then its certified copy (if applicable)
- xii. Annexure II- Letter comprising the Technical Bid
- xiii. Annexure III- Power of Attorney format
- xiv. Annexure- 1 Letter of Affirmation
- xv. The bidder must have average turnover of 30% of bid value in the last three financial years i.e. 2016-17, 2017-18 and 2018-19. (Annexure-V) MSE registered in Jharkhand shall be exempted.
- xvi. Bidder who covered under Jharkhand Procurement Policy 2014 will be exempted from EMD. Necessary valid certificate should be enclosed with the documents. All the Manufacturers/ Processors who are having their manufacturing/ Processing capacity in the state of Jharkhand and having registration under MSME will get the benefits of this policy such as- a) Earnest Money Deposit (EMD) shall be exempted. b) In tender, participating Micro and Small Enterprises including Khadi and village Industrial units , Handloom, Handicraft units quoting price within price band of L1+15 per cent, shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price quoted is by someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value depending on the capacity of the enterprise. c) In case of more than one such Micro

and Small Enterprise, the supply shall be shared proportionately (to tendered quantity) depending on the capacity of the enterprises and the price quoted.

To get the Benefits of Jharkhand Procurement Policy 2014, the applicant must fulfill the Applicability Criteria (Clause No: 3) as mentioned in the Jharkhand Procurement Policy 2014 and its amended version and the Eligibility Criteria as mentioned in this tender document except Annual Turnover and Work Experience.

**20.7 Bidder shall also provide Notarized affidavit on Non Judicial Stamp of Rs. 100/- as per Annexure VI**

**20.8** Two sample Blankets is to be submitted at the office of District Collectorate, Social Security Cell, Lohardaga on or before \_\_\_\_\_ by 02.00 PM which will be evaluated by Local Purchase committee and if not found as per the specification mentioned in the tender, Technical bid of the bidder will be rejected.

**20.9 Grounds of Disqualification**

In addition to compliance of above minimum qualifying criteria the bid(s) shall be liable to be rejected/ disqualified, if it is established that:

- i) The bidder has made misleading or false representation in the forms, statements or documents, submitted in proof of the fulfillment of qualifying criteria as above or has withheld any information/detail which may be material for award/performance of the contract.
- ii) The bidder has past record of adverse performance such as abandoning/ termination/suspension of the Agreement, inordinate delay in delivery.
- iii) The bidder has ever been de-registered or debarred or currently blacklisted or disqualified for manufacture and supply of goods or his contract has ever been terminated before the expiry of stipulated term for being involved in any fraudulent practices or malpractices or for non-performance of contract by State Government/ Central Government or any court of law.
  - a) Earnest Money/Security Deposit of the bidder has ever been forfeited for non-delivery of the ordered quantity and / or for non performance of the contract in any other manner by any State Government/Central Government or any court of law till the due date of submission of bid.
  - b) Bids of two or more bidders having common Partner/ Director/Members as on the date of submission of the bid.
  - c) Any condition is put by bidder.

**20.10 Miscellaneous**

- i. Technical Document should be uploaded on the website mentioned by the NeML (<https://memberdocs.neml.in>) and signed by the competent person of the entity.
- ii. Telex or Facsimile quotations are not acceptable.

**21. Submission of samples**

21.1 The successful bidder will submit 2(two) woolen blankets to the Collectorate of the District within 3 days of the execution of the Agreement which will then be sent for testing

21.2 This shall be in addition to the number of blankets mentioned for each district in Annexure VIII. The rates shall be quoted keeping this factor in mind.

## **22. Award of contract**

- 22.1 The Buyer i.e. Deputy Commissioner, will award the contract to the bidder whose quotation is determined to be substantially responsive and who has offered the lowest evaluated quotation price on rate contract for the respective schedule.
- (a) Notwithstanding the above, the buyer reserves the right to accept or reject or negotiate any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.
  - (b) The bidder whose bid is accepted will be informed of the award of contract by the buyer. The terms of the accepted offer shall be incorporated in the purchase order.
  - (c) Since the agreement will be a rate contract agreement the Buyer will have liberty to increase, decrease or even part supply order distributed over the rate contract period.
  - (d) Payment shall be made by Deputy Commissioner after delivery of the goods in satisfactory condition and quality Report.
- 22.2 The successful bidder shall sign the agreement within 2 days of the issue of consent letter by Deputy Commissioner

## **23. Cost of Bidding Document**

Registration shall be as per NeML procedures.

## **24. Resolution of Disputes**

- 24.1 The Buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation then either the Buyer or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 24.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 24.4 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- 24.5. The Collectorate can reserve a right to appoint Principal Secretary/Secretary as arbitrator and his decision will be binding upon both the parties.

## **25. Applicable Law and Jurisdiction**

- 25.1 The Contract shall be interpreted in accordance with the laws of the Union of India.
- 25.2 In case of a legal dispute the jurisdiction for its settlement will be that of a Court of Law having Jurisdiction at Lohardaga.

## Section II

### EVALUATION OF TECHNICAL PROPOSAL & FINANCIAL/PRICE BID BY NeML

1.1 The bidders will upload the technical documents on the website mentioned by the NeML (<https://memberdocs.neml.in>) within the stipulated time. The NeML will evaluate the submitted technical proposals of the participating bidders. Two sample Blankets is to be submitted at the office of District Collectorate, Social Security Cell, Lohardaga on or before \_\_\_\_\_ by \_\_\_\_\_ which will be evaluated by Local Purchase committee and if not found as per the specification mentioned in the tender, Technical bid of the bidder will be rejected.

1.2 After evaluation of the technical proposals, the Deputy Commissioner/Tender Committee/Competent Authority, Collectorate shall be informed about the whole technical evaluation proceedings. Post satisfactory approval from the Deputy Commissioner /Tender Committee/Competent Authority, Collectorate, NeML shall issue login Id and password to the bidders for participating in reverse auction process. The NCDEX e Markets Ltd after evaluating the technical proposal and completion of Reverse Auction Mode will intimate bid history to Collector /Tender Committee/Competent Authority, Collectorate e for taking the final decision.

### **2. SCHEDULING OF E-AUCTIONS**

2.1 Based on the requirements under this scheme, Collectorate Lohardaga District will notify NCDEX e Markets Ltd to schedule the auction. Further such details will be posted on the **website of the Lohardaga District (<https://.Lohardaga.nic.in>)**. Neither the District Collectorate, Lohardaga nor NCDEX e Markets Ltd will individually intimate to the registered suppliers regarding the e-auction schedule.

2.2 All registered suppliers are eligible to participate in e-auctions subject to terms and conditions detailed in this document.

### **3. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX e MARKETSLIMITED PLATFORM**

3.1. The NCDEX e Markets Ltd after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the exchange. They will be allotted with member ID and password. Each eligible bidder would be provided Escrow Account for Depositing EMD with NeML.

3.2. The registered bidders with such member ID and password are eligible to participate in the electronic bid system i.e. e-auction.

3.3 The NeML in consultation with Collectorate, Lohardaga District will schedule the auction and such details viz. e-auction calendar will be published in the Administration portal of **District (<https://Lohardaga.nic.in>)**.

3.4 The schedule of e-auction will be intimated to the registered bidder through email. However, Empanelled bidders are advised to rely on the information published in the Administration portal ([www.Lohardaga.nic.in](http://www.Lohardaga.nic.in)) Rather than depending on email alone. Mere non-receipt of email will not be a valid objection for not participating in the e-auction.

3.5 The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule of e-auction through the website of District (Lohardaga.nic.in) in their own interest, rather than depending on other mode of information sources.

3.6 The registered suppliers need to deposit **2% of the value of tender** as EMD (Earnest Money Deposit) with the NCDEX e-Markets Ltd accounts to participate in the e auction. The EMD shall be transferred to Escrow Account provided to eligible bidder by NeML by way of RTGS or

Electronic Fund Transfer only. No interest shall be payable for the EMD deposited with NCDEX e Markets Ltd.

- 3.7 The bidder member should intimate NCDEX e Markets Ltd for the transfer of funds through the CS Tracker Module- <https://pt.neml.in> in the prescribed manner (Contact Customer Service Group on **022-48810555**).
- 3.8 The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the Common EMD Account of NCDEX e Markets Ltd. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.
- 3.9 Only the EMD (Margin Money) of the lowest bidder would be blocked by NCDEX e Markets Ltd. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NCDEX e Markets Ltd on the withdrawal request made by the bidder through CS Tracker Module- <https://pt.neml.in> latest by one day from the day of such request after the conclusion of e-Auction.
- 3.10 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.
- 3.11 The bidders shall place their bids online on NeML Platform <https://trade.neml.in> the online trading system made available by NeML as per the terms and conditions of the E-Auction.
- 3.12 Price to be quoted in the rate per unit of woolen blanket in Indian rupees, as per the quality specified. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the quantity put for bidding.
- 3.13 The price quoted shall be per piece of woolen blanket. The basis for the lots earmarked for bidding are:
  - a) Inclusive of cost of product, all incidental expenditure, transaction charges payable to NeML, Custom duty, Excise duty, cess, Education cess, taxes including CGST/GST/Octroi/Fee if any, payable for giving delivery at designated point.
  - b) Inclusive of cost of packing as mentioned in the supply agreement.
  - c) Including transportation charges and/or any other taxes or charges applied till the delivery to designated district selected and mentioned in the supply agreement.
- 3.14 Evaluation and Comparison of Bids: The lowest rate (L-1) bidder, from the bidders who have offered the rate will be identified by NeML. The Deputy Commissioner, Lohardaga has the authority to accept or reject it. The participating bidder whose bid is the lowest shall not have any right for award of the contract unless such lowest bid is approved by Deputy Commissioner, Lohardaga, Jharkhand.
- 3.15 The Bids of all Bidders who have participated in the E-Auction must remain valid up to **150 days from the date of e-auction**. A bid valid for a shorter period shall be rejected by the purchaser as non- responsive.
- 3.16 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to The Deputy Commissioner of the Lohardaga by NCDEX e Markets Ltd. The District Collectorate after evaluation of bid will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by competent authority will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder by Deputy Commissioner, Lohardaga, Jharkhand. The Deputy Commissioner reserves the right, without

- giving any reason, to accept or to reject all or any bid including lowest bid. Successful bidder shall sign agreement with Deputy Commissioner, Lohardaga within 2 days of issue of consent letter from Deputy Commissioner of that district.
- 3.17 The final results of the E-Auction as approved by Deputy Commissioner is/are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years. The decision of The Collectorate of Lohardaga district, Jharkhand in this regard shall be final.
- 3.18 Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same. It is further suggested that Suppliers are requested to change the password frequently to protect from misuse.
- 3.19 Deputy Commissioner of the Lohardaga District AND NCDEX e Markets Ltd shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NCDEX Spot Platform/Exchange Platform <https://trade.neml.in> In case if e-Auctions cannot be held on scheduled date due to Server problems, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of respective districts.
- 3.20 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Buyer to the successful bidder (herein after called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.
- 3.21 In case of successful bid of the supplier the EMD (Margin Money) will be refunded after execution of Performance security/ Security Deposit by the supplier. Upon confirmation of the same by the Collectorate of the district the EMD refund would be considered subject to deduction of NeML transaction charges (transaction charges of 0.5%) and applicable GST on transaction charges.
- 3.22 In case of unsuccessful bid of the supplier the EMD (margin money) will be refunded the next working day by the exchange. If supplier wishes to retain the EMD the same would be allowed by the exchange for participation in the subsequent e auctions.
- 3.23 The successful bidders will be charged transaction charges of 0.5% of the traded value and applicable GST by NCDEX e Markets Ltd. The EMD (margin money) shall be refunded to the successful bidder after execution/deposition of Bank Guarantee/Security Deposit with purchaser. The transaction charges of 0.5% of the traded value and applicable GST by NCDEX e Markets Ltd will be deducted from the EMD and the balance will be refunded.
- 3.24 Within 2 days of receipt of communication regarding acceptance of bid by the District Collectorate/ NCDEX e Markets Ltd (NeML) the successful Bidder shall furnish an amount equivalent to **5% (five percent) of the contract value** as the performance security in accordance with the Conditions of Contract. Performance Security shall be in the form of Bank Guarantee/F.D.R (Annexure IX) to be submitted at the time of signing of agreement. The Bank Guarantee/Security Deposit must be submitted in the prescribed format. The bank guarantee/ Security Deposit should be valid up to 60 days after the date of completion of performance obligations including warranty obligations, as per the Collectorate.
- 3.25 NeML platform facilitates either award of contract to L1 or Forfeiture in case of non adherence to terms. A fresh e-auction can be conducted if L1 doesn't comply to it and L2 can be called and



it is under the sole discretion of Deputy Commissioner, Lohardaga, Jharkhand. Accordingly above Clause can be modified.

- 3.26 NCDEX e Markets Limited is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller/supplier and the Buyer subsequent to this e-auctions. By bidding in this e-auction, a bidder acknowledges that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence of this e-auction or non-adherence of these terms and condition.
- 3.27 NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of price discovery and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller/supplier and buyer shall completely absolve NCDEX e Markets Ltd from any consequences resulting out of this tender and further any disputes between buyer and seller/supplier shall have to be resolved by them as per clause 24– Resolution of disputes of section-I.
- 3.28 Tick size (Minimum amount by which a bid can be modified/changed in the reverse e-auction process) for reducing the rate in the auction will be Rs. 0.50.

# ANNEXURE I

## Letter of Affirmation

(To be given on the letterhead of the Tenderer)

To  
District Commissioner

District Name-

Jharkhand

Sir,

It is hereby affirmed that we, M/s. .... (name of the Tenderer to be filled in) have not been declared ineligible (either being blacklisted or for any other reason) by Government of India or any state government or any public sector undertaking of the Government of India or any state government and are not ineligible to participate in the tender for Supply of Woolen Blanket invited by you vide no. .... dated .....

I have read and understood all the terms & conditions mentioned in this RFP titled "I, ..... (Name) from.....(name of entity) have submitted the following documents with regard to RFP (Short Tender) for "SUPPLY OF WOOLEN BLANKETS IN LOHARDAGA DISTRICT OF JHARKHAND THROUGH REVERSE E-AUCTION MODE ON NEML PLATFORM"

Also, hereby I undertake to abide by the Terms & Conditions as laid down in the offer documents by the Department & also follow the instructions given by the Department

Yours sincerely,

Authorized signatory

Signature of Authorized  
Signatory

## ANNEXURE: II

### LETTER COMPRISING THE TECHNICAL BID

The Deputy Commissioner,  
Lohardaga, Jharkhand  
DC Office, Lohardaga

Sub:- BID for “SUPPLY OF WOOLEN BLANKETS IN LOHARDAGA DISTRICT OF THE STATE OF JHARKHAND THROUGH REVERSE E-AUCTION MODE ON NEML PLATFORM”

Dear Sir,

With reference to your RFP document dated ..... , I /we:-

1. Have examined the bid document and understood their contents, hereby submit my / our BID for the aforesaid Work
2. The Bid is unconditional and unqualified.
3. acknowledge that the Authority will be relying on the information provided in the BID and the document accompanying the BID of the aforesaid Work and we certify that all information provided in the Bid and its Annexure ....to.... along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all the documents accompanying the bid are true copies of their respective originals.
4. Shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the bid
5. Acknowledge the right of Authority to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. have neither failed to perform the work of similar nature nor been expelled or terminated or currently blacklisted by any Government Department or Ministry or court of law for breach on our part
7. Declare that, I /we
  - a) Have examined and have no reservations to the bidding documents
  - b) Do not have any conflict of interest in accordance with any clause of the RFP document
  - c) Have not directly or indirectly or through an agent engaged or indulged in any corrupt or fraudulent or coercive or undesirable or restrictive practice in respect of any tender or request for proposal issued by or any Agreement entered into with Authority or any other public sector enterprise or any government, central or state
  - d) Certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt or fraudulent or coercive or undesirable or restrictive practice
  - e) The undertakings given by us along with the Application in response to the RFP and information mentioned for the evaluation of the BID capacity are true and correct on the date of making application and are also true and correct as on the bid due date and I / we shall continue to abide by them.
8. Understand that you may cancel the bidding process at any time and that you are neither bound to accept my BID that you may receive nor to invite the bidder to BID without incurring any liability to the bidders
9. Offer an EMD of Rs.... (Rupees ...only) in accordance with the RFP document
10. Agree and understand that the BID is subject to the provisions of the Bidding documents. In no case, I / we shall have any claim or right of whatsoever nature if the contract is not awarded to me/ us or our Bid is not opened or rejected
11. The bid price has been quoted after taking into consideration all the terms and conditions stated in the RFP and our own estimates of costs.

12. Agree and understand to abide by all terms and conditions of the RFP document
  13. Shall keep this offer valid for..... days (.....) from the BID due date specified in the RFP
- In witness thereof, i/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of  
Authorized Signatory)

Name and Seal of bidder

### ANNEXURE III

#### FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF THE BID

Known all men by these presents, we ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate appoint and authorize Mr. /Ms (name)..... son/ daughter/ wife of .....employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such deeds, acts and things as are necessary or required in connection with or incidental to submission of our BID for "SUPPLY OF WOOLEN BLANKETS IN LOHARDAGA DISTRICT OF THE STATE THROUGH REVERSE E-AUCTION MODE ON NEML PLATFORM" including signing and submission of all applications, BID and other writings and document, participate in Pre- BID and other meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our BID and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID and / or upon award thereof to us and /or until the entering into of the Agreement with the Authority.

AND, we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in the exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY ..... OF .....

(signature, name, designation and address) of the person authorized by Board Resolution (in case of firm/ company/ partner in case of LLP or partnership firm)

**Witness:-**

- 1.
- 2.

Accepted

.....

(signature)

(name, title and address of Attorney)

**ANNEXURE IV:  
DETAILS OF BIDDER FOR SUPPLY OF WOOLEN BLANKETS IN LOHARDAGA DISTRICT OF THE  
JHARKHAND THROUGH REVERSE E-AUCTION MODE ON NEML PLATFORM.**

- i) Please read the accompanying notes carefully before filling up the form.
  - ii) Please attach all relevant documents along with this application.
  - iii) Please use additional sheets to furnish information, wherever necessary.
- 

1. NAME OF APPLICANT: \_\_\_\_\_

2. Constitution:

- INDIVIDUAL
- SOLE PROPRIETORSHIP
- PARTNERSHIP FIRM
  
- CORPORATE - Pvt. Ltd.
  
- CORPORATE –PublicLtd – Listed
- CORPORATE - Public Ltd – Unlisted
  
- CO-OPERATIVE SOCIETY
- GOVT OR GOVERNMENTAL ORGANISATION
- OTHERS – PLEASE SPECIFY

3. Date of Birth/Incorporation/Registration: \_\_\_\_\_

4. PAN No. \_\_\_\_\_  
TIN No. \_\_\_\_\_  
GST No. \_\_\_\_\_

5. Registered Office Address –

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City and state \_\_\_\_\_ Pin \_\_\_\_\_  
Tel. \_\_\_\_\_ Fax \_\_\_\_\_

Email ID \_\_\_\_\_ Contact Person's Name \_\_\_\_\_  
Mobile No. \_\_\_\_\_ Designation \_\_\_\_\_

6. Address for Communication

- Please tick if the communication address is same as registered office address or else fill in new address below -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City and state \_\_\_\_\_ Pin \_\_\_\_\_  
 Tel. \_\_\_\_\_ Fax \_\_\_\_\_  
 Email ID \_\_\_\_\_ Contact Person's Name \_\_\_\_\_  
 Mobile No. \_\_\_\_\_ Designation \_\_\_\_\_

**7. Details of the Individual /Proprietor/ Managing Partner/ Chief Executive /Chairman/ Secretary**

\*PAN no of all members of Self Help Group/MahilaMandals/Co-operative Society/Proprietorship firm/Partnership Firm / Limited Liability Partnership  
 DIN and CIN of Private Limited Company or Public Limited Company and PAN of all Directors

Name : \_\_\_\_\_  
 PAN No. \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City and state \_\_\_\_\_ Pin \_\_\_\_\_  
 \_\_\_\_\_  
 Tel. \_\_\_\_\_ Fax \_\_\_\_\_  
 Email ID \_\_\_\_\_ MobileNo. \_\_\_\_\_  
 \_\_\_\_\_

8. (A) Name of the stock / commodity exchange(s) on which the applicant is a member. (Please tick relevant)

- NOT MEMBER OF ANY OTHER EXCHANGE
- YES, DETAILS AS UNDER

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Membership No. : \_\_\_\_\_

(B) Name of the stock / commodity exchange/s on which any director/dominant promoter/partner is a member.

- NOT MEMBER OF ANY OTHER EXCHANGE
- YES, DETAILS AS UNDER

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

*If yes, Please submit conduct certificates from the respective stock / commodity exchanges for the applicant / partners / director / dominant promoter(s) / Group Company /associate company)*

**9. DETAILS OF THE BANK ACCOUNT OF APPLICANT (Enclose cancelled cheque copy)**

A. BANK ACCOUNT NUMBER

\_\_\_\_\_

B. BANK NAME

\_\_\_\_\_

C. BRANCH CITY AND NAME

\_\_\_\_\_

D. IFSC CODE

\_\_\_\_\_

E. ACCOUNT TYPE

\_\_\_\_\_

**DECLARATION -**

Any mis-statement or misrepresentation or suppression of facts in connection with this application for CP membership or breach of any undertaking or condition of admission of CP membership entails rejection of application or expulsion from membership.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I / We also state that no relevant material fact has been misstated, misrepresented or suppressed.

Signed and Sealed:

Name :

Designation:

Date :

Place :

Affix Passport size photograph of the Signatory

1. Duly Filled and Signed Application Form
2. Bank Account Statement showing account details/ Cancelled Cheque
3. A Self Attested Copy of PAN/TIN Card.
4. A Self Attested address proof (Aadhar Card)/ Voter ID Card/ Driving Licence
5. Self-attested Copy of GST Certificate
6. Bank approval letter
7. Signed Risk Disclosure Form
8. Details of Registration and yearly applicable Fee of Rs 5000 + Service Tax (18%) i.e. **Rs 5900** in Below mentioned NeML Account via cheque deposit or NEFT **(No Cash Deposit Allowed)**

Bank Name	Bank Account Name	Exchange Dues Account	IFSC Code	Branch Name
HDFC Bank	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort
Axis Bank	NCDEX e Markets Ltd	004010202176820	UTIB0000004	Fort



(To be executed on Non-Judicial stamp paper of Rs.500/- duly Notarised)

### NeML Membership Declaration

This Declaration is executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

To,  
NCDEX e Markets Limited,  
Ackruti Corporate Park,  
Opp. G.E. Gardens, L.B.S. Road,  
Kanjurmarg West, Mumbai 400078

Hereinafter called "NeML" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

Executed BY

Name - \_\_\_\_\_

Address - \_\_\_\_\_

hereinafter called "The Undersigned" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS NeML has agreed to admit the Undersigned as a Commodity Participant Member in accordance with the General terms and conditions of NeML as amended from time to time.

AND WHEREAS NeML has as a precondition to the Undersigned being admitted as a Commodity Participant Member, inter alia required the Undersigned to furnish this Declaration as given herein under.

Therefore, I/We, the Undersigned being admitted by NeML as a Commodity Participant Member, hereby declares that:-

1. I/We have not violated or prosecuted or charged with any of the offenses made by the State and/or Central Government including but not limited to The Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009 or any other criminal offenses under the Indian Penal Code.
2. I/We will comply with the present and any future requirements under the State and Central Acts and Laws including but not limited to the Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009
3. I/We will inform and keep NeML informed with regard to any action taken or initiated against me/us with respect to any non-compliance under the statutory Acts and Laws likely to impact the my/our obligations for trades conducted on NeML trading platform.
4. I/We confirm that I/We have not been blacklisted by any State or Central Government or any other organization, governmental or otherwise, for non-performance of any contractual obligations or violation/breach of statutory Acts and Laws.

5. I/We agree and undertake to defend and indemnify NeML and keep NeML indemnified and harmless at all times against any claim, loss or damage including liabilities arising out of failure to comply or violation or breach of any or all of the Clauses of this declaration.

The Undersigned do hereby confirm that the declaration provided above is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

Signed sealed and delivered )  
by the within named )  
being the authorised person )  
Dated -

## **NeML RISK DISCLOSURE DOCUMENT**

**[THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE MEMBER AND THEIR CLIENTS BEFORE ENROLLING AS MEMBERS OF NeML AND SHOULD BE READ IN CONJUNCTION WITH THE GENERAL AS WELL AS SPECIAL TERMS AND CONDITIONS OF NCDEX e MARKETS LIMITED (NeML).**

NeML has not prescribed the merits of participating on the NeML trading platforms but has prescribed this disclosure document for apprising the members regarding the risks involved with trading on NeML platform. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms. In light of the risks, the MEMBER should undertake such transactions only if it understands the nature of the contracts (and contractual relationships) into which the MEMBER is entering and the extent to which MEMBER is exposed to risk. The MEMBER should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances. Trading requires not only the necessary financial resources but also adequate knowledge, experience and risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, the NeML or any other authority shall not be responsible and it will not be open for any MEMBER to take the plea that no adequate disclosure was made or it was not explained the full risk involved by the NeML to the MEMBER. The MEMBER will be solely responsible for the consequences and no contract can be rescinded on that account. The MEMBER must ask the NeML to provide full details of the contract i.e., the contract specifications and the associated obligations, if not provided by NeML.

### **DEPOSITED CASH, FEES AND OTHER MONIES -**

The MEMBER should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. The extent to which the MEMBER may recover its money or property may be governed by specific legislation or local rules in absence of any other contract to the contrary. In some instances, monies, which has been specifically identifiable as the MEMBER's own, will be pro-rated in the same manner as cash in the event of a shortfall of MEMBER. In case of any dispute with the MEMBER, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.

### **TRANSACTION AND OTHER CHARGES –**

Before the MEMBER begins to trade, it should obtain a clear explanation of all transaction charges, fees and other charges for which it will be liable. These charges will affect the MEMBER's net profit (if any) or will increase its loss.

### **TRADING FACILITIES**

The NeML offers electronic trading facilities, which are computer-based systems for order-routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The MEMBER's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or the NeML. Such limits may vary; the MEMBER should ask NeML, for details in this respect, if not already clarified. This document does not disclose all of the risks and other significant aspects involved in participation on electronic trading platform of NeML. The MEMBER should, therefore, study all aspects of participation

carefully before becoming involved in it. The MEMBER, hereby acknowledges that he has received and understood this risk disclosure statement.

### **SUSPENSIONS AND TERMINATION OF MEMBER**

Under certain conditions as stipulated in the Membership Undertaking, the General Terms and Conditions of NeML and/or any particular contract, the MEMBER may be barred from participating in any particular trading activity or its Membership may be terminated or suspended, permanently or temporarily, by NeML, on its own or as per instructions received in this regard, with or without assigning any reasons, with or without issuing prior notice, at any point of time. The MEMBER shall make itself aware of all such circumstances under which the MEMBER's participation could get restricted, barred, terminated or suspended.

### **NO GUARANTEES OF PROFIT**

The NeML provides no guarantee of profit or of avoiding losses when trading. The MEMBER has received no such guarantees from the NeML or from any of its representatives. The MEMBER is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred.

### **ADVICE AND RECOMMENDATIONS**

The NeML will not advise the MEMBER about the merits of a particular Transaction or give him any form of investment advice and the MEMBER acknowledges that the Services do not include the provision of investment advice in the underlying commodities. The MEMBER alone will enter into Transactions and take relevant decisions based on his own judgment. By transacting on NeML trading platforms, the MEMBER represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the transactions. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any transactions. The NeML gives no warranty as to the suitability of the products traded under the MEMBER Agreement and assumes no fiduciary duty in its relations with the MEMBER.

The NeML will not be under any duty to provide the MEMBER with any legal, tax or other advice relating to any Transaction. The MEMBER should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The MEMBER is hereby warned that tax laws are subject to change from time to time.

### **CIRCULARS AND NEWSLETTERS**

The NeML may, from time to time and at its discretion, provide the MEMBER (or in circulars or newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,

NeML will not be responsible for such information,

- NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction,
- the information is provided solely to enable the MEMBER to make his own trading decisions and does not amount to trading advice or unsolicited financial promotions to the MEMBER
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the MEMBER agrees that he will not pass it on to any such person or category of persons,
- The MEMBER accepts that prior to dispatch, the NeML may have acted upon it itself to make use of the information on which it is based. The NeML does not make representations as to

the time of receipt by the MEMBER and cannot guarantee that he will receive such information at the same time as other MEMBERS.

- It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by the NeML are subject to change and may be withdrawn at any time without notice.

#### **FORCE MAJEURE EVENTS**

In case of a Force Majeure Event the NeML may not be in a position to arrange for the execution of MEMBER's Orders or fulfil its obligations under the contract or agreement with the MEMBER. As a result the Member may suffer financial loss. The NeML will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to a Force Majeure event.

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

Dated:

Place:

Seal and Signature

**ANNEXURE: V**

**ANNUAL TURNOVER STATEMENT**

THE ANNUAL TURNOVER OF M/s ..... DURING THE THREE YEARS ARE GIVEN BELOW AND CERTIFIED THAT THE STATEMENT IS TRUE AND CORRECT.

<b>Sl.No.</b>	<b>Year</b>	<b>Turn over Rupees in crore</b>
1.	2018-2019	
2.	2017-2018	
3.	2016-2017	
TOTAL		RS _____ CRORE
AVERAGE TURNOVER DURING THE 3 YEARS ...		RS _____ CRORE

DATE:

SEAL:

SIGNATURE OF THE TENDERER

SIGNATURE OF AUDITOR

NAME IN CAPITAL

CHARTERED ACCOUNTANT  
(With Seal and Membership Number)

:

## **ANNEXURE - VI**

### **SELF DECLARATION**

I /We .....(name and address of the bidder), have gone through the terms and conditions of the tender document prepared for the short tender for **“SUPPLY OF WOOLEN BLANKETS IN LOHARDAGA DISTRICT OF JHARKHAND THROUGH REVERSE E-AUCTION MODE ON NEML PLATFORM”**. I /We am/are ready to abide by them and hereby make the following declaration that I /we:-

1. have submitted self attested copy of the following documents :-
  - a.Registration certificate
  - b. Authorization form in original
  - c.Resolution regarding participation in original
2. have an average turnover of Rs .....(in words and numerals) in the last three financial years 2016-17, 2017-18 &2018-19.
3. is/are manufacturer/authorized wholesaler/dealer of Blankets
4. are financially sound and viable to execute the tender
5. are registered as micro or small scale industrial unit/medium or large scale category of the unit by the District Industries Centre of .....state.
6. Bear following licence:-
  - a.Trade licence no .....
  - b. GST registration no. ....
7. Shall be jointly and severally liable for contractual obligations thereof
8. fulfill all the eligibility conditions as per the RFP and there are no dues related to any type of tax pending for payment
9. Have submitted all the supporting documents and furnished the relevant details as per the prescribed format. All the pages in the bid document are numbered and indexed inclusive of all supporting documents.
10. Is / are financially sound and viable.
11. will abide by all the conditions mentioned in RFP

In addition to above, I /we also declare that I /we have:-

1. Not made any misleading or false representation in the forms, statements or document, submitted in proof of the fulfillment of qualifying criteria or have withheld any information/detail which may be vital for award/performance of the contract.
2. No past record of adverse performance such as abandoning/ termination/ suspension of the Agreement, inordinate delay in delivery.
3. Not been de-registered or debarred or blacklisted on technical grounds or disqualified for manufacture and supply of goods or the contract has ever been terminated before the expiry of stipulated term for being involved in any fraudulent practices or malpractices or for non-performance of contract by any State Government/ Central Government or court of law.

4. Not had Earnest Money/ Security Deposit ever been forfeited for non-delivery of the ordered quantity and / or for nonperformance of the contract in any other manner by any State Government/Central Government or court of law till the due date of submission of bid.
5. Not been declared an insolvent or sick unit or a unit referred to Board for Industrial and Financial Reconstruction (BIFR).
6. Declaration as to non engagement of child labour in manufacturing or supply of the Blankets.
7. No common Partner/ Director/Members as on the date of submission of the bid with any other bidders of this Tender
8. Not put any condition in the bid.

Signature of Authorized signatory

**NOTARIZED**



## ANNEXURE –VII

### Schedule of Specification of Woolen Blankets

Sl. No	Criteria	Specification
1	Length of woolen blanket	90 Inches
	Width of woolen blanket	60 Inches
2	Type of Blanket	Plain woolen Blanket
3	Weight	Minimum 2 kgs
4	Color	Light grey/ light brown/ light blue
5	Logo of JHARKHAND GOVERNMENT printed on a piece of white cloth and stitched on any corner of the Blanket	3 Inches X 3 Inches



झारखंड सरकार, महिला, बाल विकास एवं सामाजिक सुरक्षा विभाग, झारखंड, रांची.

## ANNEXURE-VIII

### TENTATIVE REQUIREMENT OF WOOLEN BLANKETS IN LOHARDAGA DISTRICT

Sl. No.	Name of the District	Number of Blankets to be Purchased (Units)
1	Lohardaga	10900 (Approx)
<b>TOTAL :-</b>		<b>10900 (approx.)</b>

\* The total number of Woolen Blankets to be purchased may change. Above mentioned numbers are indicative.

## ANNEXURE: IX

### BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

The Deputy Commissioner,  
District Collectorate  
Lohardaga  
Jharkhand

#### WHEREAS:

M/s.....having its registered office at .....[Name and address of the bidder].(hereinafter called the “successful bidder”) and District Collectorate, Lohardaga, Government of Jharkhand (hereinafter called the said “Government”) have entered into an agreement (hereinafter called the said “Agreement”)for the work for distribution of Blanket in Lohardaga District of the State of Jharkhand subject to and in accordance with the provisions terms and conditions of Agreement dated..... and the government having agreed to accept the security deposit of Rs. ....../- (Rupees .....Only) in the form of Bank guarantee for the due fulfillment of the agreement.

We ..... (name and address of the Bank) (hereinafter referred to as the “Bank”) at the request of M/s.....(name of the successful bidder) do hereby undertake to furnish this bank guarantee( hereinafter referred to as the “Guarantee”) to the government an amount not exceeding Rs. ....../- (Rupees ..... Only) hereinafter referred to as the “Guarantee Amount”)

NOW HEREOF, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:-

1. The Bank, unconditionally and irrevocably guarantees, the due and faithful payment against any loss and damage caused to or suffered or would be caused to or by the government by reason of any breach by the said successful bidder of any of the terms or conditions contained in the said Agreement.
2. We do hereby undertake to pay the amount due and payable under the guarantee on a demand from the Government/ Authority stating that the amount claimed is due by way of loss or damage caused to or would be cause or would be caused to or suffered by the government by reason of any breach by the said successful bidder of any of the terms and condition contained in the said agreement or by reason of the successful bidder’s failure to perform the said agreement. The Bank further agrees that the Authority shall be the sole judge as to whether the Successful Bidder is in default in due and faithful performance of its obligation during and under the Agreement, its decision that the Successful Bidder is in default shall be final and binding on the Bank. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....../- (Rupees .....Only).
3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the successful bidder in any suit or proceeding pending before any Court, Tribunal, arbitrators or any other authority or body relating thereto. Our liability under this guarantee being absolute and unequivocal.
4. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the successful bidder shall have no claims against us for making such payment.
5. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the Principal debtor and any change in the constitution of the Successful Bidder and /or

the Bank, whether by their absorption with any other body, or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee

6. It shall not be necessary and the Bank hereby waives the necessity, for the Authority to proceed against the Successful Bidder before presenting to the Bank its demand under this Guarantee.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority
8. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said successful bidder and accordingly discharges this guarantee.
9. The Guarantee shall cease to be in force and effect on ..... Unless a demand or claim under this guarantee is made on us in writing by the Authority on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder
10. We further agree with the Government that the government shall have the fullest liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said successful bidder from time to time or to postpone for any time or from time to time, any of the powers exercisable by the government against the said successful bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said successful bidder or for any forbearance, etc, commission or omission on the part of the Government or any indulgence by the government to the said successful bidder, or by any such matter or things whatsoever which under the law relating to the sureties would but for this provision have effect of so reliving us.
11. The Bank undertakes not to revoke this guarantee during its currency except with the previous express consent of the Government/ Authority in writing
12. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post, it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
13. This guarantee shall remain valid in full effect from ..... to .....

Signed and sealed on .....day of....., 2020 at .....

SIGNED, SEALED AND DELIVERED for and on behalf of the Bank by:

Signature

Name

Designation

Address

**Note :**

1. The address, telephone number and other details of the Head Office of Bank as well as the Issuing bank should be mentioned on the covering letter of the issuing branch