

Last date for submitting the Application form is 18th march, 2019 before 1.00 PM

Bid Cost Rs. 1,000.00

ADDRESS OF COMMUNICATION

**Jharkhand Education Project
Block Campus, Near CRPF Cant.**

Chatra - 825401

Telephone: 06541 - 222924

e-mail – chatrajepc@ymail.com

Application and Document -2019

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SECTION –I
INVITATION FOR BIDS (IFB)

Bid No.:

Date:

- I. District Programme Officer, JEP, Chatra invites Bid on behalf of Office of Jharkhand Education Project, Chatra for Supply of Shoes, socks and Sweater nearly 120000 set for Chatra district of Jharkhand.
- II. The complete tender documents can be seen on and downloaded from the websites www.chatra.nic.in
- III. The cost of bid documents is Rs. 1,000.00 (one thousand only) and can be paid in the form of Demand Draft in favor of Jharkhand Education Project Chatra Payable at Chatra.
- IV. Bids must be accompanied with Bid Security in the form of Bank Guarantee issued by a Nationalized/Scheduled Bank valid for 90 days from the date of Bid opening and must be submitted along with bid on time. The Bid Security amount is Rs.400000/- (2% of the total estimated work value).
- V. Failure of submission of bid security of prescribed amount would also be a sufficient cause to reject the bid.
- VI. Tender will be uploaded on the website www.chatra.nic.in
- VII. Tender will be accepted on working day.
- VIII. All the disputes related to the Tender will be subject to Chatra jurisdiction only. Interested eligible Bidders may obtain further information from office of the Jharkhand Education Project, Chatra Jharkhand.
- IX. The District Programme officer, JEP, Chatra reserves the right to accept or reject (Fully/Partly) tender without assigning any reason thereof.

X. The list of dates with regard to this Invitation for Bids are given below:

Sl.	Details	Start Date	Time	End Date	Time
1	Publication of bid document	04.03.19	10.00 AM		
2	Document Download from NIC	04.03.19	10.00 AM		
3	Submission of bid, Original DD for cost of bid, BG of Bid security. Sample of items	04.03.19	10.00 AM	18.03.19	1.00 PM
4	Opening of Technical Bid	18.03.19	04.00PM		
5	Opening of Financial Bid	Announced after the technical evaluation			

DEO-CUM-DPO
JEP CHATRA

SECTION II

QUALIFICATION CRITERIA

1. Qualification Criteria for Bidders

- 1.01.** The eligible bidders must be in existence for the last 5 (Five) years out of which suppliers must have at least 2 (two) years' experience in supply of dress, goods and other items in schools and it should be supported with documents.
- 1.02.** The eligible bidders must be registered or should have a Licence /Registration to run the shop/agencies/company.
- 1.03.** The eligible bidders should have PAN number issued by Income Tax Department in the name of the company/firm, VAT registration with TIN number, Sales Tax Registration and GST Registration. All taxes will be applicable as per the norms.
- 1.04.** The eligible bidders should have ownership/proprietorship documents in support of shop/agencies/company.
- 1.05.** An affidavit on non-judicial stamp paper of Rs.100/-stating that the bidders have never been blacklisted by any Government/Semi Government/Government Undertaking or by any Autonomous Organization.
- 1.06.** Bidders should have the display board outside the shop/agencies/company premises confirming the shop/agencies/company name.

Minimum criteria for bidder are as under:

- 1.07.** Should have an annual average turnover of Rs. 40 Lakh from the business in the past three financial years i.e. 2015-16, 2016-17 & 2017-2018.
- 1.08.** Eligible bidder has to supply the items to the concerned schools of district.
- 1.09.** The bidder should have enough manpower to complete the job within the time specified by Office of District Programme Officer, JEP, Chatra
- 1.010.** The bidder must bid for all quantity required for district. Partial bidding will disqualify the bidder. The right of allocation and division of work among technically qualified bidders completely rests on the discretion of Office of District Programme Officer, JEP, Chatra.
- 1.011.** Subletting will not be allowed.
- 1.012.** Consortium will not be allowed.
- 1.013.** All bids must be accompanied by Bid security as specified below and submitted on or before the prescribed date, at place and time given in section I of this document. Bids submitted without Bid security will be summarily rejected.

SECTION III

SCHEDULE OF REQUIREMENTS

1. Requirements

The Bidder shall supply the Following items as per following specification –

Sl. No.	School	Particulars	Quantity
1	Primary (Class I – V)	Sweater, Shoe & Socks	82215
2	Upper primary Class VI - VIII	Sweater	44296

Application Form Number

Section IV

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Application Form for Printers

1. Name of the Bidder _____

2. Address Registered Office: _____ Works: _____

Telephone No./s _____ Telephone No./s _____

Email Address _____ Email Address _____

3. Date of Establishment of the Firm //

4. Status of the firm:

(a) Proprietary Concern

(b) The Indian Partnership Act 1932

(c) The Companies Act 1956

5. Ownership Details

(a) If Proprietary Concern
Name of the Proprietor _____

(b) If Company, Name of the Managing Director _____



(c) If Partnership Concern Photo and Name of all Partners

.....

6. Number of Units of the Firm

7. License/Registration No.

: _____

8. PAN No.

: _____

9. VAT registration with TIN no

: _____

10. Sales Tax Registration No.

: _____

11. GST No.

: _____

12. Total Number of Employees

(Unit I) Regular Casual Contractual

:

(Unit I) Regular Casual Contractual

13. **Any other/additional information:
which the Printer wants to
supplement**

:

The information provided in this Application (above) is true and correct to the best of my knowledge and belief.

Dated: _____

Signature of the Authorized
Signatory of the Firm (with stamp)

Name: _____

Note: Each page of the application is to be signed by the Authorized signatory of the firm.

SECTION V

CONDITIONS OF CONTRACT

1. Definitions

1.01 In this contract, the following terms shall be interpreted as indicated:

- (a) The “Office of District Programme Officer, JEP, Chatra ” means the Office of District Programme Officer, JEP, Chatra, and includes its successor and assignees.
- (b) “Bidder” means the natural person, private or government entity, or a combination of the above, which’s Application, has been accepted for Supply of the items stands named as such in the Contract Agreement.
- (c) “Goods” means the Sweater, shoe and socks that the bidder is required to supply to the Office of District Programme Officer, JEP, Chatra
- (d) Contract Agreement against the Job order(s) placed with the bidder.
- (e) “Services” means all of the services that the bidder is required to render in completion of the job(s) assigned to the printer under the Contract Agreement.
- (f) "Related Services "means services ancillary to the transport of the goods, such as loading and unloading, providing labourers and ladders for trucks etc., and any other incidental services and other obligations of transportation covered under the Contract Agreement.
- (g) “COC” means the Conditions of Contract.
- (h) “The Contract Agreement" means the Agreement entered into between the Office of District Programme Officer, JEP, Chatra and the Bidder, as recorded in the Contract Agreement signed by the parties, including all the attachments and appendices thereto and all documents listed therein.
- (i) “Work Order” means the letter containing the details of jobs, quantum of work assigned to be performed and the delivery schedule for the supply of goods/items to be executed under the Contract Agreement.
- (j) “Service Charges”/“Production Cost” means the price payable to the Bidder.
- (k) “Day” means a calendar day.
- (l) “Completion” means the execution of the Work Order placed by the Office of District Programme Officer, JEP, Chatra in accordance with the terms and conditions set forth in the Work Order.

2. The bidder shall bear all costs associated with the preparation and submission of its bid, and the District Programme Officer, JEP, Chatra. Here in after referred to as “the Purchaser” will in no case is responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information and documents required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of its Bid.

4. Amendment of Bid Document

- (a) At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendment.
- (b) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

5. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only.

6. Documents comprising the Bid

The technical bid prepared by the bidder shall be comprising the documents as mentioned in Section II.

6.01 Technical Bid shall contain :

Self Attested copies of documents showing that the bidder has the Financial, Technical and Service capability necessary to perform the contract and meet the qualification criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information, **serially numbered and duly sealed and signed by the bidder:**

1. Self Attested copies showing the legal status, Date & Place of registration, Incorporation, Principal place and Nature of business of the firm as per Section IV.
2. Self Attested copies of documents showing that the firm had an annual average turnover of Rs. 40 Lakh from the business of supply of goods/items in the past three financial years i.e 2015-16, 2016-17 & 2017-18. **A certificate from concerned Chartered Accountant must also be attached.**
3. Self Attested copies showing the bidder have experience of supply of goods/items or similar kind of job.
4. Self Attested copy of the letter of acceptance as declared in Table-V clearly stating that they will supply the quality material within the specified time.
5. Bidder must get the approval from Office of District Programme Officer, JEP Chatra, on Sample of the goods to be supplied before supplying them to the Districts.
6. Self Attested Copies of GST Registration.
7. Self Attested Copies of Sales tax/VAT returns filed for **complete financial year 2017-18.**
8. Self Attested copies of acknowledgement of Income tax returns filed in the last 03 Financial Years viz. 2015-16, 2016-17 & 2017-18. with PAN Number.

9. Self Attested copies of Audited financial Statements for last 03 financial years. viz. 2015-16, 2016-17 & 2017-18.
10. Proof of implementation of projects related to supply of goods/items.
11. **Work Execution Certificates** from concerned Department which can proof the eligibility shall be enclosed.
12. Bid form as per Table I.
13. The scan copy of Cost of Bid (DD), Bid security in the form of Demand Draft drawn from a Nationalized Bank or Bank Guarantee as per Table II for the prescribed sum of Rs./-or/- as applicable.
14. An undertaking as per Table VI in the bid that he accepts all the technical and commercial conditions of the bidding and shall abide by the same fully.
15. Check list of Documents to be submitted in Technical Bid as per Table VII.
16. All other proofs to satisfy the qualification criteria and made them eligible for this tender.

6.02 On-line Financial Bid shall contain :

- a) The rate should be quoted per unit for supply of (Sweter, shoe and socks) combined for primary section of class 1-5 and Sweater for upper primary section for class 6-8. Rates (R) should be specified as per the Price schedule provided in Table-VIII. The price of the goods/items in primary section class 1-5 (sweater, shoe and socks- combined) is fixed Rs. 200/- per child and upper primary section class 6-8 only sweater is fixed Rs. 200/- per child.

7. Price Schedule

The Bidder shall complete the Price Schedule furnished in the Bid Document, indicating the cost involved per unit for supply of (Sweter, shoe and socks) combined for primary section and Sweater for upper primary section. The rate quoted by the bidder should be inclusive of all taxes. Bidders would to supply the goods and other items to the schools and the cost will bear by bidders.

The number of units may vary (increase or decrease) to the extent of 5% at the time of final allotment at the discretion of the Office of District Programme Officer, JEP. Chatra, authorities.

8. Prices shall be indicated separately in the schedule as per the format.

Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected

9. Bid Security

9.01 All the bidder shall submit the Bid security in the form of Bank Guarantee drawn from a Nationalized/ Scheduled Bank or Bank Guarantee for the prescribed sum as mentioned in the Invitation For Bids (IFB) in Section-I.

9.02The Bid security is required to protect the purchaser against risk of Bidder's conduct, refusal, withdrawal which would warrant the forfeiture of security.

9.03The Bid security shall be in Indian Rupees and shall be in one of the following forms

a) A Bank Guarantee issued by a Nationalized/Scheduled Bank in the form prescribed in Table II of Bid Document and valid for 90 days or three Months from the date of opening of technical Bid and can be get extended whenever required.

9.04Unsuccessful Bidder's bid security will be discharged/returned at the expense of the bidder as promptly as possible.

9.05Any Interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

9.06The successful Bidder's Bid security will be discharged after the signing of the Contract and furnishing the Performance Security.

9.07The Bid security may be forfeited:

a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b) Does not accept correction of errors: or

c) In case of a successful Bidder, if the Bidder fails or refuses

(i) To sign the contract agreement or

(ii) To furnish performance security.

10. Period of Validity of Bids

10.01Bids shall remain valid for 90 days after the date of opening of Financial Bid. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

10.02In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The bid security provided 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.

10.03In the case of fixed price contracts, in the event that the Office of District Programme Officer, JEP Chatra , requests and the bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the same as the bid price.

11. Submission of bids.

Submission of Hard Copy of the bid documents:

The Original DD for cost of bid, BG of Bid security, and sample of goods/items shall be submitted in the Office of District Programme Officer, JEP, Chatra office within the date and time specified.

Each Bidder should submit only one sample of different items for class 1 to 5 (Sweater, shoe and socks) and class 6 to 8 (sweater).

12. Late Bids

Bid Hard copy received by the Purchaser after the deadline for submission of bids by the Purchaser, will be rejected.

13. Opening of Bids by the purchaser.

13.01All the bids received within the specified time would be taken up to be opened by the purchase committee at the prescribed time mentioned.

13.02Bidders or their authorized representatives, who choose to witness the opening of bids, would remain present during the opening of bids.

13.03District Programme Officer, JEP. Chatra, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

14. Clarification of Bids

During evaluation of Bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification must be immediately resolved by the bidder.

15. Preliminary Examination

15.01The purchaser will examine the Bids to determine whether they are complete, they are complete, properly signed and each page numbered and arranged in order whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

15.02Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the bidder does not accept the correction of errors, its bid will be rejected. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

15.03Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser's

determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

15.04If a bid is not substantially responsive; it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Evaluation and Comparison of Bids

16.01The Purchaser will evaluate and compare the bids previously determined to be substantially responsive.

16.02The Purchase Committee will evaluate the technical competency of the prospective Bidders and prepare a panel of Bidders, technically qualified to carry out the assignment of supply of goods/items The assessment by the Purchase Committee constituted by the purchaser as to the Technical Competency of the bidder will be final and binding to all substantially responsive Bidders.

16.03After the opening of technical bid, the purchase committee members and authorized officials of Office of District Programme Officer, JEP. Chatra, may go for inspection of the projects run by the Bidder. Only after the bidder qualifies in the preliminary examination (technical eligibility) and technical evaluation, he becomes technically qualified for the financial/commercial bid evaluation.

16.04Prior to the financial evaluation, the Office of District Programme Officer, JEP. Chatra, will determine the technical eligibility and technical qualification of each Bid with reference to the Bid documents and criteria laid down for technical qualification. For the purpose of these Clauses, a technically eligible bid is one, which conforms to all the terms and conditions of the Bid documents without deviations.

16.05**Financial bid** will be opened only of technically qualified bidders. The Purchase Committee, constituted by the Purchaser will compare and evaluate the Commercial Bids of the technically qualified Bidder.

Bidders or their authorized representatives, who choose to witness the opening of financial bids, would remain present during the opening of bids.

If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of errors, its Bid will be rejected and Bid security may be forfeited.

16.06The financial evaluation will be done and the contract will be awarded on the basis of lowest Rate per Package (R) quoted by the bidders. If any bidder fail to perform the contract, his entire performance bank guarantee will be forfeited and the process for blacklisting of the firm will be initiated. If the L1 bidder back out then the package will be allotted to the next lowest (L2) bidder.

17. ACCEPTANCE OR REJECTION OF BIDS:

- a. The District Programme Officer, JEP. Chatra, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- b. Any Bid with incomplete information is liable for rejection.

- c. For each category of qualification criteria, the documentary evidence is to be produced duly attested by the bidder, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.
- d. If any information given by the bidder is found to be false /fictitious, the bidder will be debarred for 3 years from participating in any other tenders of Govt. of Jharkhand.

18. (a).Award of Contract

18.01The Purchaser will award the contract to the technically and financially qualified Bidder who has quoted the minimum price per unit as quality decided by purchase committee.

18.02The Purchaser reserves the right to allot or divide the work between technically qualified bidders at lowest price and quality basis. It should not be exceeds Rs. 200/- per child.

18.03The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods to any extent originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions and / or to award the contract to any number of technically qualified bidders at the lowest price.

(b). Performance Security

The eligible Bidder shall be issued a letter of Intent (LoI) and asked to furnish 5% of the total Work order they are allotted as Performance Security in accordance with the Conditions of Contract in the form of Bank Guarantee valid for the entire contract period drawn in favour of the District Programme Officer, JEP, Chatra within 10 (Ten) days of receipt of the notification of letter of Intent LoI. The Performance Security is to be furnished along with the contract agreement duly signed by the Bidder.

18.04If the Bidder fails to furnish the Performance Security in the format specified in TABLE III within 10 (Ten) days and sign the contract agreement, the Bid security furnished by such bidder will be forfeited.

18.05The performance security furnished by the successful Bidder in respect of his/her bid will be returned to him/her at the end of the contract period subject to the satisfactory performance of the contractual obligations.

18.06If the successful Bidder after signing the contract / MOU agreement fails to perform any contractual obligation, the Performance Security furnished by the Bidder will be forfeited.

19. Chatra District Requirement of Items

Sl. No.	School	Particulars	Quantity
1	Primary (Class I – V)	Sweater, Shoe & Socks	82215
2	Upper primary Class VI - VIII	Sweater	44296

- i)** All goods/items may also be subject to spot checks on delivery to the concerned districts.
- ii)** If the goods/items fail to meet the laid down the quality, the Bidder shall take immediate steps to remedy that deficiency or replace the defective goods/items to ensure to confirm it to the satisfaction of the Office of District Programme Officer, JEP. Chatra,
- iii)** If the goods/items fail to meet the quality which bidder has submitted the sample at the time of bid the district programme officer, JEP, chatra can be reject the aggrement or the amount cut will be paid as decided by purchaser committee.

SECTION VI

TERMS AND CONDITIONS OF CONTRACT

1. **Time Frame**-The time specified for supply of good/items is 30 (Thirty) days, from the date of work order approval by Office of District Programme Officer, JEP Chatra.
2. **Penalty**-There will be penalty for delayed supply. The applicable penalty would be deducted at the rate of 2% per week of the value of delayed supply beyond the specific period of 30 (Thirty) days from the date of work order approval by Office of District Programme Officer, JEP Chatra.

3. PAYMENT:

The terms of payment will be as follows:

- a) The rate quoted in Price Schedule (Table – VIII) for supply of goods/items **i.e R** will be the basis of payment.
- b) 100% of the total cost of the project quoted for supply of goods/items will be paid after successful supply and verification by Block Education Extension Officer in accordance with the directions after deducting the applicable penalty (if any).
- c) Payment will be made on submission of bill in proper form by the bidder to the Office of District Programme Officer, JEP, Chatra, after getting report by the Block Education Extension Officer. All remittance charges will be borne by the bidder.
- d) Sales Tax, Income tax and any other taxes led by Central/State Government will be deducted at source as per rules.

4. Settlement of Disputes:-

- a) In case of disputes of difference arising between the Office of District Programme Officer, JEP Chatra and the bidder relating to any matter arising out of or connected with this agreement or contract, such disputes or difference shall be first resolved through mutual consent. However, if the dispute still persists to remain unsolved then it will be entertained, heard and finalized as per the provision of the arbitration and conciliation act, 1996. The cost of Arbitration shall be borne by the respective parties in equal proportions. The sole arbitrator will be selected on the mutual consent of both parties.
- b) The decision of the arbitrator shall be final and binding upon both the parties.

5. Conditional tender will not be accepted.

6. The District Programme Officer, JEP. **Chatra**, reserves the right to reject the tender partially or fully without assigning any reason.

7. TERMINATION OF AGREEMENT / MOU

If the service is not found satisfactory or fails to satisfy any terms and conditions the District Programme Officer, JEP, Chatra reserves the full right to terminate the agreement or MOU signed. In such case Office of District Programme Officer, JEP, Chatra will not be liable for any financial liability.

8. GENERAL:

The Bidder has to submit an undertaking in the prescribed format in the bid that he accepts all the technical and commercial conditions of the bidding and shall abide by the same fully.

9. Entire Agreement

9.01 The Contract Agreement constitutes the entire agreement between the Office of District Programme Officer, JEP Chatra and the bidder and supersedes all communications, negotiations and agreements (whether written or verbal) of the parties with respect thereto made prior to the date of Contract Agreement.

9.02 No amendment or other variation of the Contract Agreement shall be valid unless it is in writing, is dated, expressly refers to the Contract Agreement, and is signed by a duly authorized representative of each party thereto.

10. Inspections and Tests

10.01 The Office of District Programme Officer, JEP Chatra, has all the rights to enter into the premises where the work is going on any time and day for inspection of the firm and make on the spot inquiries whether any job assigned by the Office of District Programme Officer, JEP Chatra, is in progress or not. The bidder shall extend his/her full co-operation to facilitate the inspection and answer the queries of the inspecting official(s) to his/their fullest satisfaction.

10.02 The Office of District Programme Officer, JEP Chatra, right to inspect, test and where necessary, reject the Goods after the Goods' arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Office of District Programme Officer, JEP Chatra or its representative(s) prior to the Goods despatch from the place of the firm.

11. Delivery and Documents

11.01 Delivery of the Goods/items shall be made by the bidder in accordance with the delivery schedule specified by the Office of District Programme Officer, JEP. Chatra, in the work Order placed with the bidder. It is bidder duty to deliver the goods/items and other material at the schools of Chatra district, Jharkhand.

11.02 Within 24 hours of dispatch, the bidder shall notify the Office of District Programme Officer, JEP. Chatra

12. Assignment

12.01 Assigned job once accepted by the bidder cannot be refused.

12.02 Job should be completed within delivery schedule

13. Termination for Default

13.01 The Office of District Programme Officer, JEP Chatra, may without prejudice to any other remedy for breach of Contract Agreement, by written notice of default sent to the bidder, terminate the contract and the work Orders in whole or part;

- a. If the bidder fails to deliver any or all of the Goods within the time period(s) specified in the work Order, or within any extension thereof granted by the Office of District Programme Officer, JEP Chatra, if the bidder fails to perform any other obligation(s) under the Contract Agreement.
- b. If the bidder, in the judgment of the Office of District Programme Officer, JEP. Chatra has engaged in fraud and corruption, in competing for or in securing the work(s) or executing the work Order(s).

13.02 In the event the Office of District Programme Officer, JEP Chatra, terminates the work Order under the Contract Agreement in whole or in part, the Office of District Programme Officer, JEP Chatra. , may get the job done upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered, and the bidder shall be liable to pay to Office of District Programme Officer, JEP Chatra for any excess cost for such similar goods or services. However, the bidder shall continue the performance of the job to the extent not terminated.

14. Force Majeure

14.01 Notwithstanding the provisions of the clause 2 the bidder shall not be liable for forfeiture of its Security Money, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract Agreement is the result of an event of Force Majeure.

14.02 If a Force Majeure situation arises, the bidder shall promptly notify the Office of District Programme Officer, JEP Chatra in writing of such conditions and the cause thereof. Unless otherwise directed by the Office of District Programme Officer, JEP Chatra, in writing, the bidder shall continue to perform his/her obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Termination for Insolvency

The District Programme Officer, JEP Chatra, may at any time terminate the Contract Agreement and the job orders by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the District Programme Officer, JEP, Chatra.

16. Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, license fees, octopi, road permits, etc., incurred until delivery of the contracted Goods to the Districts.

SECTION- VII

Tables, Annexures

TABLE-I

BID FORM

TO:

District Programme Officer, JEP,
Chatra

Sir/Madam,

Having examined the Bid Document _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply of indistrict of Jharkhand. Documents as per the particulars furnished in section III for which necessary Bid security amounting to Rupees/- is enclosed.

Sl. No.	School	Particulars	Quantity
1	Primary (Class I – V)	Sweater, Shoe & Socks	82215
2	Upper primary Class VI - VIII	Sweater	44296

We undertake, if our Bid is accepted, to supply of goods/items in Chatra district.

The information required for technical bid with financial bid is filled in the attached schedule & relevant document, are also attached along with.

If our bid is accepted we will obtain & submit the guarantee of a bank in a sum equivalent to 5% of the cost quoted for the due performance of the Contract, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening of Financial Bid of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisday of.....

Signature:

(in the Capacity of):.....

Duly Authorized to sign bid for and on behalf of

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

TABLE-II

BID SECURITY FORM

(Bank Guarantee to be furnished on Rs. 100/- Non-judicial stamp paper)

District Programme Officer, JEP, Chatra,
Sir,

.....(hereinafter called “the Bidder”) whereas has submitted its bid No.....Dated.../.../2019, for supply of Sweater, shoe & socks indistricts in the state of Jharkhand (hereinafter called the “Bid”)

KNOW ALL PEOPLE by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called "the Bank"), are bound onto(hereinafter called "the bidder") in the sum of for which payment well and truly to be made to the said Purchaser or District Programme Officer, JEP..... , the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2019.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- (a)Fails or refuses to execute the Contract Form if required; or
- (b) Fails or refuses to execute the allotted work; or

(b)Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders. We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will valid for 180 days or six months from the date of opening of technical bid i.e.
and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Place:
Date:

Signature & Seal of the Bidder

Place:
Date:

Name of the Firm

TABLE-III

PERFORMANCE SECURITY FORM

(Bank guarantee to be furnished on Rs. 1,000 Stamp paper)

To
District Programme Officer,
JEP, Chatra,

Sir

WHEREAS(**Name of bidder**) hereinafter called “the Bidder” has undertaken in pursuance of Contract No.....dated.....to print and supply of Sweater, shoe & socks indistricts , hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with the Bidders performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Bidder, up to a total of(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument , any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors/Bank

.....

Address.....

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

TABLE-IV

STATEMENT OF PAST PERFORMANCE

(Performa for a period of three Financial years fromto.....)

To

District Programme Officer,
JEP, Chatra.

Sir

We M/s..... (Name of the bidder) here in after called "the Bidder" have executed following works related to print and supply of books during last three Financial years-

Organisation or Dept for which the services were provided	Contract No., Date and Period	Description of the contract (Nature of work accomplished)	Value of Contract	Period of performance of contract	Remarks indicating reasons for non performance or delay, if any	Has the work entrusted completed satisfactorily (Attach certificate From an Officer who entrusted the work)
1	2	3	4	5	6	7

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

TABLE-V

ACCEPTANCE OF IMPLEMENTATION SCHEDULE

To

District Programme Officer,
JEP, Chatra

Sir,

We M/s..... (Name of the bidder) here in after called " the Bidder " have furnished the bid for supply of Sweater, shoe & socks indistricts of Jharkhand do here by agree to the implementation schedule of the said project set by the District Programme Officer, JEP..... , and indicated in the bid document. We also agree for supply of these items within 30 (Thirty) days from the date of approval by District Programme Officer, JEP..... , failing which District Programme Officer, JEP..... , herein after called (the Purchaser) may at his discretion reject and cancel the contract agreement or impose the penalty as mentioned in the Bid.

Yours faithfully,

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

TABLE-VI

UNDERTAKING

We M/s..... (Name of the bidder) here in after called " the Bidder " do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Bid Document while performing the contractual obligations relating to supply of Sweater, shoe and socks indistricts in Jharkhand State.

We M/s..... (Name of the bidder) hereby undertake that we have not ever been blacklisted by any State/Central Government/Institutions & have not been convicted by any court for any criminal act for fraudulent practice.

Yours faithfully,

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

TABLE –VII
CHECK LIST OF DOCUMENTS TO BE SUBMITTED ON-LINE AS TECHNICAL BID.

Sl. No.	Description	Whether Document is enclosed	Page No. From & To
1	Bid Form As Per Table I	YES/NO	
2	Bid Security Form As Per Table II	YES/NO	
4	Statement of Past Performance As Per Table IV	YES/NO	
5	Acceptance of Implementation Schedule As Per Table V	YES/NO	
6	Undertaking As Per Table VI	YES/NO	
7	Details of the Organisation As Per format in section IV	YES/NO	
8	Self Attested copies showing the legal status, Date & Place of registration, Incorporation, Principal place and Nature of business As Per format in section IV	YES/NO	
9	Self Attested copies of documents showing that the firm had an annual average turnover of Rs. 40 lakhs from the business of printing works in the past three financial years i.e. 2015-16, 2016-17 & 2017-2018. A certificate from concerned Chartered Accountant must also be attached.	YES/NO	
10	Attested copies of acknowledgement of Income tax returns filed in the last 03 Financial Years viz. . 2015-16, 2016-17 & 2017-2018 with PAN Number.	YES/NO	
11	Attested copies of Audited financial Statements for last 03 Financial years. viz. . 2015-16, 2016-17 & 2017-2018.	YES/NO	
12	Proof of successful implementation of at least 1 (One) similar work of supply of goods/items.	YES/NO	
13	Copy of the Licence/Registration of the firm.	YES/NO	
14	An Affidavit (in original duly attested by the Notary) given by authorised signatory on non- judicial stamp paper of ` 100/- (one hundred) stating that no case is pending against the firm with and firm has never been black-listed by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organisation.	YES/NO	
15	An Affidavit (in original duly attested by the Notary) given by authorised signatory on stamp paper of ` 100/- (one hundred) only stating that all the information provided in the Application are correct to the best of his/her knowledge and belief.	YES/NO	
16	All the Tables in Bid Document duly filled signed & Sealed (Specify)	YES/NO	
17	Copy of Bid Cost, Bid Security	YES/NO	
18	Others (Specify)	YES/NO	

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

TABLE –VIII
PRICE SCHEDULE

To

District Programme Officer,
JEP, Chatra

Sir/Madam,

Having examined the tender documents including corrigenda numbers..... dated...../...../2019 the receipt of which duly acknowledged. We the undersigned, offer to quote the rates towards supply of sweater, shoe and socks indistricts in Jharkhand State.

Rates quoted by the Bidder

1. Cost towards supply of sweater, shoe and socks indistricts in Jharkhand State. This price should be quoted in terms of per set for complete work for entire project period including transportation to all schools.

Package-1

Price Quoted for			Price Quoted (In Rs.)
Sweater, shoe and socks (Class I-V Primary)	Rate per unit of all three items combined (sweater, shoe & socks)	In Figures	
		In Words	
Sweater (Class VI-VII Upper primary)	Rate per unit Sweater	In Figures	
		In Words	
Grand Total (R) Grand Total includes cost of all above which will be treated as total cost bid by bidder.		In Figures	
		In Words	

CONDITIONS AGREED ON:

- 1) We undertake, if our Tender is accepted to supply of sweater, shoe and socks in chatra districts in Jharkhand State in accordance with the terms and conditions in Tender document.
- 2) If our Tender is accepted we will obtain the Bank Guarantee from a Nationalized Bank for a sum of equivalent to 2 percent of the total cost of the project/ work entrusted to us.
- 3) We agree to abide by this Tender for a period of 90 days after the date fixed for opening of Financial Bid and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4) Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

5) We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “ Prevention of corruption act 1988”.

6) We understand that you are not bound to accept a lowest offer that you may receive.

Tender validity.

The Tender is valid for a period of 180 days from the date of opening of Tender.

Place:

Signature & Seal of the Bidder

Date:

Name of the Firm

(Address of the Bidder)

(In the capacity of Duly authorized to sign the Tender for and on behalf of.....)