

INDIA GOVERNMENT MINT
ALIPORE, KOLKATA,
A UNIT OF SPMCIL
(A WHOLLY OWNED CORPORATION OF GOVERNMENT OF INDIA, MINISTRY
OF FINANCE)

INVITES
INDIA
TEL – (033) 24014132 TO 4135
FAX – (033) 24010553

Invitation to Paper Tender for
Supply of 3,00,000 Pcs. Of D.W. TARPAULINE JUTE BAGS

Contents

Section	-	I	=	Notice of open tender
Section	-	II	=	Covering letter
Section	-	III	=	Submission of tender
Section	-	IV	=	Instructions to tenderers
Section	-	V	=	Terms and conditions
Section	-	VI	=	Technical specifications

Annexure

Table - 1	Summary of Price Schedule
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India Government Mint
Alipore, Kolkata-700053
India
Tel – (033) 24014132 to 4135
Fax – (033) 24010553

No.54/PT-405(09-10)/

Date: 08-12-2009

TENDER NOTICE

Sealed Tenders in two parts (Part-1 : Techno-commercial Bid and Part-II : Price Bid) in separate sealed covers are invited by the General Manager, India Government Mint, Alipore, Kolkata – 700 053 on behalf of the President of India for the supply of following item :-

Description	Quantity
D.W. TARPAULINE JUTE BAGS as per IS: 3344-1965 with amendment 3 (Reaffirmed 2000) Size: 47 cms X 35 cms.	3,00,000 Pcs.

Note: The quantity mentioned above may either be increased or decreased.

- a) Earnest Money Deposit : Rs.90,000/- in the form of Demand Draft or Bankers Cheque in favor of the “General Manager, India Government Mint, Alipore, Kolkata” is to be furnished along with Technical Bid without which tender will not be considered. Sales Tax Registration Number, I.T. Clearance Certificate, PAN etc. are also required to be furnished. No interest will be paid on EMD/Security deposit.
* However, NSIC registered firm with valid and single point registration will be exempted from Payment of EMD.
- b) Security Deposit : Security Deposit @ 10% of the total cost is to be deposited on finalization of tender and before releasing the Purchase Order. No interest will be paid on Security Deposit. After successful fulfillment of contract supply, the security deposit will be released. However, the Security Deposit is to be submitted by any firm on finalization of tender irrespective of the status of firm.
- c) Purchase preference, if applicable, shall be accorded to the Central Public Sector undertakings in accordance with the guidelines issued by the Department of Public Enterprises, Government of India, from time to time.
- d) Last date of submission of Tender: 01/01/2010 up to 2 p.m.
- e) Tender opening date and time: 01/01/2010 at 3 p.m.

- f) The General Manager, India Govt. Mint, Kolkata has the right to reject any or all tenders wholly or in part without assigning any reason. Tenders received late and not in prescribed form will be summarily rejected. Postal delay will not be condoned.
- g) Two Nos. **SAMPLE** of Tarpauline Jute Bag may be sent along with Tender. Tender without sample will not be considered and will be rejected without any further processing. Evaluation of the Tender will be processed for the firms whose samples are found satisfactory. Tender documents can be obtained from the Office of The General Manager, India Govt. Mint, Kolkata on payment of Rs. 500/- (Rupees five hundred only) non-refundable cost of Tender document in the form of Demand Draft drawn in favour of the General Manager, India Govt. Mint, a unit of SPMCIL, Kolkata on any Indian Nationalised Bank. No money order will be accepted. The Tender document will be issued from 14/12/2009 to 31/01/2009 up to 1.00 p.m.
- h) The Tender document may also be downloaded from our website: www.igmint.org . In such case, a separate Account Payee Demand Draft for Rs. 500/- (Rs. Five hundred only) non-refundable drawn in favour of General Manager, India Govt. Mint, a unit of SPMCIL, Kolkata on any Indian National Bank may be attached with the Tender.

Sd/-

(FINANCIAL ADVISER
&
CHIEF ACCOUNTS OFFICER)
FOR GENERAL MANAGER.

SECTION – II: COVERING LETTER

Registered Office: INDIA GOVERNMENT MINT, ALIPORE,
KOLKATA

A unit of SPMCIL,
A wholly owned corporation of
GOVERNMENT OF INDIA
ALIPORE, KOLKATA – 700053
INDIA

FAX: 033-2401 0553

Telephone: 033-2401 4132/35

Reference: 54/PT-405(09-10)/ Dated : 08-12 -2009

From The General Manager
India Government Mint
Alipore, Kolkata- 700053

To

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INVITATION TO TENDER

Description	Quantity	Last date, time and place of receipt of tender	Code No. for correspondence (to be indicated on the sealed cover)	Earnest Money
D.W. TARPAULING JUTE BAGS as per IS: 3344-1965 with amendment 3 (Reaffirmed 2000) Size: 47 cms X 35 cms	3,00,000 Pcs.	01/01/2010 upto 2 p.m. AT o/o GENERAL MANAGER,IGM ALIPORE, KOLKATA - 53	54/PT-405(09-10)/	Rs. 90,000/-

Dear Sirs,

I, General Manager, India Government Mint, Kolkata acting for and on behalf of President of India and **Chairman and Managing Director of SPMCIL** have pleasure in enclosing the following tender documents for the above work to enable you to submit your binding offer:

- (1) Submission of Tender
- (2) Instructions to Tenderers
- (3) Terms and conditions
- (4) Technical specifications
- (5) Annexure vide Table 1.

Please note that Technical Tender, Commercial Tender and Price Bid for the materials are to be submitted in three separate sealed covers duly super scribed on the envelopes on or before the due date of opening of tenders. Kindly note that price is not to be quoted in the Techno-Commercial Bid. It should only be quoted in Price Bid. Non-adherence of this will lead to rejection of your tender.

In the techno-commercial tender (Part-1) technical specifications, commercial terms and blank price schedule (without indicating the prices) as existing in the price bid only is to be given. Price should be quoted in price tender (Part-II) only along with other details.

The envelope should be super scribed as " PAPER TENDER NO. 54/PT-405(09-10)/.....DUE FOR OPENING ON 01/01/2010 for **3,00,000 Pcs D.W. TARPAULINE JUTE BAGS TECHNO-COMMERCIAL/ PRICE TENDER**", Late tenders and tenders not on prescribed form, will not be accepted. Tenders by Telex/Telegram/Tele fax will not be accepted. Postal/Courier delay will not be condoned and you have to ensure its delivery well in time.

In the Part I-A i.e., technical part, only technical specifications are to be given.

In the Part I-B i.e., commercial part, only the commercial conditions are to be given.

In the Part II, i.e., price bid only price should be quoted along with other details.

EARNEST MONEY DEPOSIT in the form of Bid Bond is to be enclosed with the Technical tender, otherwise the tender will not be considered and will be liable to be rejected. No Bank letters will be treated as Earnest Money unless it is Bid Bond.

The part 1 A, technical part and the part 1 B, commercial part (Without prices) will be opened at the time and on the date given in the tender notice, in the Office of the General Manager, India Government Mint, Kolkata in the presence of the tenderers or their authorized representative who wish to be present. The part II i.e. Price bids of the techno commercially suitable offers will be opened at a later date duly intimating the techno commercially suitable tenderer.

The General Manager, India Government Mint, Kolkata, reserves the right to modify, change the specifications or even cancel the tender before or after price bid opening and such modification, changes or cancellation will be intimated to the tenderers as and when decided. The decision of the General Manager, India Government Mint, Kolkata in this regard will be final and no correspondence will be entertained
Please acknowledge receipt of the tender document.

Yours faithfully,

Enclo.: As above.

GENERAL
MANAGER
India Government Mint,
Alipore, Kolkata-
700053
For and on behalf of
SPMCIL

SECTION: III: SUBMISSION OF TENDER

From

To

The Chairman & Managing Director
Acting through
GENERAL MANAGER
India Government Mint,
Alipore,
Kolkata-700053.

Subject: Supply of 3,00,000 Pcs. D.W. TARPAULINE JUTE BAGS to India Govt.
Mint, Alipore, Kolkata.

1. Having carefully examined all the documents attached to your invitation to tender No.....dated.....we offer to supply the 3,00,000 Pcs. D.W. TARPAULINE JUTE BAGS, in conformity with all the conditions stated in Invitation to Tender, Instructions to Tenderers, Terms and Conditions of the Contract, Technical Specifications, Time Schedule for completion of supply and other documents and papers etc., as detailed in the tender documents.
2. We enclose herewith the Earnest Money Deposit of Rs.90,000/-in the form of Bid Bond from the State Bank of India or any other Nationalized Bank of India.
3. We certify that we have carefully read each and every condition and technical specification given in this tender documents and understood the same and we confirm our acceptance of the same.
4. We agree to abide by this tender initially for a period of **90** days from the last day fixed for the receipt of tender by India Government Mint, Kolkata and it shall remain binding on us and order may be accepted at any time before the expiry of that period.

5. We hereby undertake not to withdraw from this tender, during this period of 90(NINETY) days. However, if we withdraw it, President of India acting through General Manager, India Government Mint, Kolkata (hereinafter referred to as Government or Purchaser) shall have right to invoke the Earnest Money/Tender Guarantee/Bid Bond without reference to us.
6. Should this tender be accepted for which initial intimation will be given by Letter of Intent, by IG Mint, Kolkata, we hereby agree to abide by and fulfill all terms and conditions of tender documents and in default thereof, I/We undertake indemnity to Government or its successors in the Office or authorized nominee to pay such sums of money as indicated in "Risk Purchase Clause "of Terms and Conditions.
7. I/We also understood that, Letter of Intent for all purposes will be formal binding contract of all terms and conditions stipulated in the tender documents and supplier have to abide by these terms and conditions.
8. We enclose herewith evidence of our experience of execution of works of similar nature and magnitude carried out by us.
9. I/We also understood that, unless and until a formal CONTRACT is prepared and executed, the duly executed tender documents together with written Acceptance thereof, by purchaser shall constitute a binding CONTRACT between Government and ourselves.

Dated this.....day of 2009

For and on behalf of

(With seal)

Signature:

Name:

In the capacity of.....

Witness.....

Name in Block Letters.....

Address:.....

Duly authorized to sign Tender

SECTION IV: INSTRUCTIONS TO TENDERERS

1.0 SCOPE OF SUPPLY

- 1.1 The scope of supply shall include the following
- a. Complete details of MATERIAL.
 - b. Providing all data to the purchaser
 - c. (i) Packing, forwarding and transportation, if so, from Supplier's works to Kolkata Mint site on door delivery basis including unloading.
 - d. Wherever required guarantee and warranty of materials should be ensured.

2.0 SUBMISSION OF TENDER

- 2.1 One complete set of tender document shall be issued to each tenderer. All tenders shall be prepared in duplicate by typing or printing with indelible black ink on white paper consequently page numbered in solid binding and each page **signed** along with duly filled formats.
- 2.2 All amendments/revisions to tender documents issued by the India Government Mint, if any, must be signed and submitted along with the tender. The tender submitted by the tenderer shall take into account all such amendments/revisions. The tenderers are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender document has any price implications, the same should be considered and included in the price part. India Government Mint, Kolkata reserves the right to reject tenders containing deviations to the terms and conditions and requirements stipulated in the tender documents. However if the tenderer desires to deviate from the tender conditions, such deviations should be spelt **separately** and deviation list should be attached.

Tenders shall be prepared and submitted in double sealed envelope super scribed as "PAPER TENDER NO 54/PT-405(09-10), DATED 8-12-2009..... DUE FOR OPENING ON 01/01/2010 FOR SUPPLY OF 3,00,000 Pcs. D.W. TARPAULINE JUTE BAGS." Non-adherence to this may liable for rejection of your tender. The full name, postal address, telegraphic address and telex/tele-fax/telephone No. of the tenderer shall be written at the bottom left corner of the sealed envelope.

2.3 The tenders so submitted shall be in three sealed envelopes in three parts as follows:

2.3.1 **PART I-A: TECHNICAL TENDER**

Containing duly signed tender documents and un-priced tender consisting of complete technical commercial package, one original and one duplicate copies shall be submitted. No price details to be given in this tender.

2.3.2 Sample as per technical specification (IS:3344-1965 and subsequent amendment No.3 (Reaffirmed 2000) of size 47 cms. x 35 cms. should be submitted along with technical bid. Evaluation of the Tender will be processed for the firms whose samples are found satisfactory.

2.3.3 **PART I-B: COMMERCIAL TENDER**

Containing un-priced tender consisting of commercial packaging including all terms and conditions in one original and one duplicate copy shall be submitted. No price details to be given in this tender. Blank Price Bid format as submitted in Part II should also be enclosed.

Note: NO PRICE SHALL BE MENTIONED IN PART I-A AND PART I-B DOCUMENTS

2.3.2 **PART II: PRICE TENDER**

Prices should be indicated with detailed break up price of each item along with unit rate as per price format Annexed both in figures and words. One original and one duplicate copy shall be submitted.

2.4 Insertion, postscript, addition, deletion and alteration shall not be recognized unless confirmed by the tenderer's signature.

2.5 The tenderer shall submit the Earnest Money/Bank Guarantee/Bid Bond along with Part I – A (Technical) as per the Proforma enclosed; failing which tender will be **Rejected**.

2.6 All the copies of tenders should be complete in all respect with all their attachments/enclosures.

2.7 The tenders as submitted will consist the following:

2.7.1 Earnest Money in the form of Bank guarantee/bid bond.

- 2.7.2 Power of Attorney/authorization with the seal of company of person signing the tender documents.
- 2.7.3 Detailed time schedule indicating various activities tenderer proposes to complete within the time of completion of work
- 2.7.4 Duly filled in Annexure enclosed
- 2.7.5 Details of work of similar magnitude carried out by the tenderer
- 2.7.6 Any other technical information the tenderer wishes to furnish, the tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualifications and he has at his disposal suitable modern facilities and workmanship according to the latest technology and that he is financially in a position to fulfill contractual obligation offered to be undertaken by him. The tenderer shall also satisfy the purchaser that he is competent and legally authorized to submit the tender and/or enter into a legally binding contract with the purchaser
- 3.0 Date of receipt of tender : up to 2.00 PM on 01/01/2010
- 4.0 Date and place of opening of the tender : 3 PM on 01/01/2010 at the office of the General Manager, India Government Mint, Alipore, Kolkata-53
- 5.0 Validity of the Tender :Tender shall remain open for acceptance for a period of not less than 90 days from the date of opening of technical tender.
- 6.0 Description of stores required : Supply of 3,00,000 Pcs. D.W. TARPAULINE JUTE BAGS as per Specification.
- 7.0 The tenderer is required to carefully examine the technical specifications and other details relating to supply given in the tender document and fully inform himself as to all conditions and matters, which may in any way effect the work or the cost thereof. The tenderer shall be deemed to have him-self independently obtained all necessary information for the purpose of preparing the tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

8.0 CLARIFICATIONS

Clarifications if any can be obtained in person from purchaser with prior appointment. All clarifications or interpretation given during the above discussion shall form a part of the specifications and documents shall accompany the tender which shall be submitted by the

tenderer within time and date specified in the invitation to the tender. However, the above discussion will be held only to facilitate the tenderer but the arranging or not arranging the discussion will in no way change the date of submission of tender.

9.0 **PRICE**

9.1 The prices quoted shall remain firm and fixed during the pendency of contract.

9.2 The prices shall be quoted separately for supply of 3,00,000 Pcs D.W. TARPAULINE JUTE BAGS as per Specification indicating separately taxes and duties, if any, along with prevailing rates for such taxes and duties, as per the Price Format enclosed. The price so quoted should be firm and not indicative.

9.3 The supplier has to arrange unloading of the material including labourers for weighments, etc. The weighments will be carried out in the presence of the supplier's representative and Mint officials. The Mint weight will be final for all purposes, including payment.

9.4 The tenderer shall quote his price as per price schedule (Table as Annexed) in Indian Rupees. The price so quoted should be fixed and firm during the pendency of Contract.

9.5 The tenderer shall quote his price including the element of all charges towards packing, forwarding, freight and insurance, loading and unloading up to Mint site on door delivery basis.

9.6 Income Tax in India if liable, shall be borne by the tenderer.

10. **TAXES AND DUTIES**

The total quoted price for the supply of materials shall also include sales tax (Central and State) and other taxes and duties. If the tenderer fails to include taxes and duties in the tender, no claim thereof: will be considered by the purchaser afterwards.

11. **DELIVERY PERIOD**

The completion time is the essence of the contract. The tenderer shall complete the supply within 3 months from the date of issue of LOI/ purchase order.

Supply will commence at least 50,000 pcs. within 15 days from the date of issue of LOI/ purchase order and thereafter balance quantity to be delivered in the following manner locationwise in every 20 days interval :-

- a) 80,000 pcs. at I. G. Mint, Kolkata
- b) 65,000 pce. at I. G. Mint, Noida.,
- c) 105,000 pcs. at I. G. Mint, Kolkat.

12. **RECEIPT OF TENDER**

Tender will be received at the office of: **General Manager, India Government Mint, Alipore, Kolkata-700 053, INDIA.**

NOTE: Tender should be submitted at India Government Mint, Alipore, Kolkata. The tenderer has the option of sending the tender by registered post or submitting the tender in person, so as to reach the place of tender opening given in the invitation to the tender on or before the date and time set out for the same. Tender submitted by TELEX/TELEFAX/TELEGRAM will not be accepted. If price revealed in Part I-A Technical tender and or in Part I -B Commercial tender, the tender is liable for rejection out right. Postal delay will not be condoned, and the tenderer should ensure its delivery well in time.

13. **TENDER OPENING**

The tender will be opened at the time and date set for opening of tenders in the presence of authorized representatives of the tenderers, who wish to attend the tender opening. If the principal wishes to attend, then he can bring one representative along with him who is well versed in English .

14. **TRANSFER OF TENDER DOCUMENTS/TENDERS**

Transfer of tender documents purchased by one tenderer to another is not permissible. Similarly transfer of tenders submitted by one tenderer to another is not permissible under any circumstances. The alteration of essence of tender once submitted is also not permissible. Manufacturer and agent of the firm both can not submit the offer separately.

15. **LANGUAGE**

The tender shall be submitted in English language only.

16. **EARNEST MONEY**

16.1 The tender be accompanied by the Earnest Money in the form of Bid Bond from State Bank of India or any other Nationalized Bank of India (acceptable to the Purchaser) for the amount indicated in Invitation to Tender. Bid Bond shall remain un-discharged for such period as may be specified for keeping the tender open. If the tenderer after submitting his tender release from his offer or modifies the Terms and Conditions thereof in a manner not acceptable to the Purchaser, the Bid Bond will be forfeited. **Tenders not accompanied by Earnest Money Deposit will not be considered and summarily rejected. EMD of the un-successful bidders will be returned only after award of Purchase Order and its acceptance by the successful bidder. However, NSIC registered firm with valid and single point registration will be exempted from payment of EMD.**

16.2 On non-acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept open; the Bid Bond shall be discharged.

16.3 Should the invitation to tender be withdrawn or cancelled by the purchaser, which he shall have the right to do at any time without assigning any reason, bid bond will be discharged.

16.4 Should the successful tenderer fail or refuse to duly sign the contract within the period fixed by the purchaser or fail or refuse to furnish the 10% security deposit, the Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser. The bank guarantee shall be suitably extended, if such a necessity arises, by the successful tenderer till the date fixed by the purchaser for furnishing the security deposit.

17. **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses of an incidental nature included by him through or in connection with his submission of tenders, even though the purchaser may elect to modify/withdraw the invitation to tender.

18. **LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED**

The purchaser reserves the right to accept any tender if it is advantageous to the Government techno commercially and is not bound to accept the lowest alone and need not assign any reasons for non-acceptance.

19. **NOTICES ON BEHALF OF PURCHASER**

Notices and certificate on behalf of the Purchaser in connection with the contract, may be given by duly authorized representative of the Purchaser, whose name shall have been previously communicated in writing to the contractor.

Any modification, which may become necessary in the interim period will be intimated to the tenderer as soon as possible.

20.0 TENDER EVALUATION

20.1 GENERAL

The tenders received and accepted will be evaluated to ascertain the best and lowest evaluated tender in the interest of the purchaser, for the complete supply covered under the technical specifications and documents.

20.2 DEFINITION AND MEANINGS

For the purpose of evaluation and comparison of the tenders the following meanings and definitions will apply.

“Tender Price” shall mean the best price quoted by each tenderer in his proposal for complete Supply.

20.3 First Techno- commercial Bid then price evaluation of tenders offered by the tenderers shall be basis for award of the contract.

SECTION V: TERMS AND CONDITIONS

- 1.0 **DEFINITIONS** unless otherwise required by the subject context the terms herein below shall have the following meanings.
- 1.1 **PURCHASER** means the Chairman and Managing Director, SPMCIL acting through General Manager, India Government Mint, Alipore, Kolkata -700053, India.
- 1.2 **TENDER DOCUMENT** means all documents supplied to tenderer with a covering letter signed by the General Manager, India Government Mint, Alipore, Kolkata - 700053 or his authorized representative against payment of Rs. 500/- by Demand Draft drawn on any Indian Nationalized Bank in favour of the General Manager, India Government Mint, Kolkata and include all the terms and conditions of supply of 3,00,000 Pcs D.W. TARPAULINE JUTE BAGS as per Specification, if any, issued by the purchaser in terms of clauses of instruction to tenderers
- 1.3 **SUPPLIER/CONTRACTOR** means a successful tenderer with whom order is placed.
- 1.4 Tender price shall mean the fixed and firm price quoted by each tenderer in his proposal.
- 1.4 **INDENTOR** means the General Manager, India Government Mint, Department of Economic Affairs, Ministry of Finance, Government of India, Alipore, Kolkata-53.
- 1.5 **Place of delivery** of materials means, India Govt. Mint, Alipore, Kolkata – 700053.
- 1.6 **CONSIGNMENT** means as specified in technical specification Section VI.
- 1.7 **SPECIFICATIONS** means as per Section VI.
- 1.8 **INSPECTOR** shall mean Purchaser's inspection engineers including any person/form nominated by or on behalf of Purchaser to inspect the supplies, materials, stores and work under the contract in the supplier's shop or his sub – suppliers shop.
- 1.9 **TESTS** shall mean and include all tests made without releasing the Supplier of his Contractual Obligations, as may be considered necessary by Purchaser in order to ascertain the quality and efficiency of the contract work or parts thereof, for the performance of the material/ store in particular.

CONTRACT DOCUMENTS & DISCREPANCIES IN CONTRACT DOCUMENTS - The several documents included in the Contract are to be taken as

mutually explanatory to one another. If there are any varying or conflicting provision in the documents forming part of the Contract, the matter shall be referred to Purchaser for clarification and the Purchaser shall be the sole deciding authority with regard to the correct provision according to the intent and meaning of the Contract and his decision in this respect shall be final and binding on the parties.

- 2.0 **SIGNING OF AGREEMENT/CONTRACT-** On the tender being accepted by the purchaser, a formal contract/agreement will be signed and executed by and between the purchaser and successful tenderer within a time to be fixed by the purchaser. All travel, boarding and lodging expenses in connection with signing the contract in India in so far as the supplier is concerned shall be borne by the supplier himself.
- 2.1 **ATHOURITRY OF PERSON SIGNING THE DOCUMENTS** -The person signing the contract or the purchase order or any other documents forming the part of the order on behalf of the supplier shall be deemed to warrant that he has the authority to bind the supplier. Any person, so signing, shall give satisfactory evidence of his authority.
- 2.2 **RESPONSIBILITY FOR PERFORMANCE OF CONTRACT** -The supplier shall be entirely responsible to the due performance of the contact and completeness of the supplies in all respects according to the intent and specifications and all other documents
- 2.3 **ASSIGNMENT OR TRANSFER OF CONTRACT** -The supplier shall not, without the prior written approval of the purchaser assign or transfer the contract or any part thereof, or any share or interest therein to any third party. Any sum of money which may become payable under the contract shall not be paid to any person other than the supplier unless prior written approval of the purchaser to the assignment or transfer of such money is given.
- 2.4 **Notwithstanding** any such approval of the purchaser, the supplier shall not be relieved of his liability and obligations under the contract or in any way affect the supplier's direct responsibility to the purchaser nor shall it render the purchaser any way responsible to such assignment or transferees. The purchaser shall be free at all times and stages during the pendency of the contract to assign of his duties, responsibilities and rights under the contract to any third party and the supplier shall accept such party
- 2.5 **SUB-CONTRACTING OF WORK:-** The contractor will not be allowed to assign and or transfer his/their obligation or benefit under the contract whether in full or in part to other agencies. However in extreme circumstances where sub-contracting of part of the work is unavoidable, prior written permission of General manager, India Government Mint, Kolkata, shall be taken by the supplier.

3.0 **TERMS OF PAYMENT** -Subject to any deduction which the purchaser may be entitled to make under the contract/agreement,

3.1 Ninety percent (90 %) of the supply of the consignment will be made after the receipt of the materials at I.G. Mint, Kolkata in good condition within 30 days on receipt of the following documents :-

- a) Invoice in triplicate
- b) Suppliers clearance certificate to the effect that (i) content in each case are not less than those entered in the invoice.
- c) Balance Ten percent (10%) within 45 days on receipt of the goods in good condition.
- d) Demand or No-demand certificate issued by the Purchaser in respect of the Liquidate damages in quadruplicate.
- e) Payment of goods sold does not absolve the supplier from responsibilities as enumerated in other terms and conditions and is without prejudice to other terms and conditions.

4.0 **AGENCY COMMISSION**

No agency commission of any kind shall be allowed and supplier shall certify that they have not paid any agency commission of any kind whatsoever. If it is found that the supplier has paid any agency commission, Contract/ agreement will be cancelled and action will be taken for breach of Contract.

5.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

- i) On placement of Letter of Intent, the Supplier shall furnish Security Deposit-Cum-Performance guarantee in the form of Demand Draft or unconditional security deposit Bank Guarantee from Indian Nationalized Bank in favour of the General Manager, India Government Mint, Alipore, Kolkata-700053 for **10% of** the value of the full consignment. It should be valid for a period of 5 Months from the date of receipt of Full consignment in I.G. Mint, Kolkata to ensure faithful execution of the contract. However, the Security Deposit is to be submitted by any firm on finalization of tender irrespective of the status of firm.

6.0 **QUALITY ASSURANCE**

The Supplier shall ensure that the Consignment is supplied in accordance with the technical specification given in Section VI.

7.0 DELIVERY SCHEDULE

The Supplier shall deliver the full consignment within **3 months** from date of signing of the agreement/contract. The supplier should supply at least 50,000 Pcs. Within 15 days from the agreement/placement of Purchase Order and thereafter, balance quantity to be delivered in the following manner locationwise in every 20 days interval :-

- a) 80,000 pcs. at I. G. Mint, Kolkata.
- b) 65,000 pcs. at I. G. Mint, Noida.
- c) 105,000 pcs. at I. G. Mint, Kolkata

8.0 **INSPECTION**: **Inspection** shall be done at India Govt. Mint, Alipore, Kolkata and the Inspection Officer will be nominated by the General Manager, India Govt. Mint, Alipore, Kolkata or his authorized representative.

9.0 **Packing**

D.W. Tarpauline Jute Bags shall be suitably packed. The packing should be weather proof and should be made water proof to prevent damage during transit. The supplier will also be responsible for unloading and stacking at Mint Store as instructed by the competent authority.

9.1 **CANCELLATION OF CONTRACT** The purchaser shall, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to purchaser, cancel the contract in any of the following cases giving 21 days simple notice and the supplier shall be liable to the payment of damages to the purchaser to the extent provided in case of cancellation for default.

9.2 **For corrupt practice** : If the supplier, shall Offer, give or agree to give to any person any bribe or consideration of any kind as any inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this contract.

9.2.1 **For insolvency**: If the supplier being an individual, or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of its estate made against or Shall take any proceedings for liquidation or composition under any insolvency Act, for the time being in force or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purport to do so. If any application be made under any insolvency Act for the time being in force for the sequestration of its estate or if a trusted deed be granted by it for his creditors, or Being a company, shall pass a resolution or the court shall make an order for liquidation of its affairs, or a receiver or manger on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture to appoint a receiver/manager or Assigns, transfer, sublets or attempts to assign, transfer or sublet, any portion of the work, without the prior written approval of the purchaser. Whenever the purchaser exercises his

authority to cancel the contract under this condition, he may complete, the work by any means at the supplier's risk and expenses provided always that in the event of cost of completion (as certified by the Purchaser, which is final and binding) being less than the contract cost, the advantage shall accrue to the purchaser.

9.3 MARKING:

CONSIGNEE: GENERAL MANAGER
INDIA GOVERNMENT MINT,
ALIPORE, KOLKATA - 53

ORDER No:

PACKING No:

NET WEIGHT:

GROSS WEIGHT:

10. **INSURANCE** All the transit insurance shall be arranged by the supplier with the Indian Insurance companies which will be to the account of the supplier.

11. WARRANTY

The material is to be supplied in accordance with the order complete in all respect of good material and workmanship throughout and in the event of any goods on receipt being found not in accordance with the specification, the supplier would replace the goods at his own cost inclusive of all freight, handling charges, insurance, duties and taxes up to ultimate destination in India Govt. Mint, Alipore, Kolkata. This warranty shall survive till acceptance of goods and payments but shall expire (except in case of complaints notified to the supplier within 90 days after the expiry warranty period), one month after the successful supply of material.

12. LIQUIDATED DAMAGES

In the event of the supplier's failure to have the stores ready for delivery by the date/dates in the contract the purchaser may without prejudice to his any other rights hereunder, recover from the supplier, as liquidated damages and not by way of penalty the sum of two percent of the contract price of the undelivered goods for each and every month or part of the month. But if the delay arises from any cause which

the supplier should promptly notify the purchaser and the purchaser admits it as reasonable ground for the further time, and delay is not attributed to the supplier, no liquidated damages will be liable during the additional time thus agreed. In the event of the supplier's failure to deliver the Materials as per the Purchase Order, the General Manager, India Government Mint, Kolkata may at his discretion recover from the supplier liquidated damages out of the security deposit. L.D. will be imposed @2% of contract value per month for delay of the month/week delayed. The total L.D. amount shall not be more than 10% of contract value.

13. **RISK PURCHASE CLAUSE** If the supplier after submission of tender and due acceptance of the same, i.e. after placement of Purchase Order, fails to abide by the terms and conditions of these tender document, or fails to supply the material as per delivery schedule given or at any time repudiates the contract, the purchaser will have the right to.
 - 13.1 Forfeit the EMD; and
 - 13.2 Invoke the Security Deposit – Cum – Performance Guarantee deposited by the supplier and procure the stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier's tendered value will be recovered from the supplier along with incidental charges. For all purposes the letter of intent will be considered acceptance of tender and formal contract pending signing of formal agreement. Supplier has to abide by all terms and conditions of tender.
 - 13.3 In case of procurement through alternative sources and procurement price is lower, no benefit on this account will be passed on to supplier.

14. **FORCE MEJURE CLAUSE**

If any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of War, hostility, acts of Public enemy, civil Commotion, sabotage, fire, floods, explosions, epidemics, quarantine, restrictions, strikes, lockouts, or act of God (herein after referred to as "events") provided notice of happenings of any such eventuality duly endorsed by the appropriate authorities/Chamber of Commerce in the country of the party giving notice is given by the party seeking concession to the other as soon as practicable but within 21 days from the date of occurrence and termination thereof and satisfies the other party adequacy of the measure taken by it, neither party shall by reason of such event be entitled to terminate this contract nor either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the General Manager, India Government Mint, Alipore, Kolkata as to whether the deliveries have so resumed or not, shall be final and conclusive provided further that the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, The General Manager, India Government Mint, Alipore, Kolkata may at his option terminate the contract.

15. **FORE CLOSURE CLAUSE**

If at any time during the contract purchase of material ordered in this contract is completely banned due to drastic change in Government policy its use as declared hazardous to public health or cause rising to civil commotions, epidemic, wide-spread strikes and 21 days notice of such eventualities is given by Purchaser to the Supplier, the Supplier without any right to enforce the contract will agree to the fore-closure of performance of balance portion of this contract and no claim for damages or losses will be lodged against the Purchaser.

16. **TERMINATION – DEFAULT BY THE SUPPLIER**

If the supplier is in default in carrying out any of the conditions, covenant or obligations of the contract, the purchaser may give notice of default to the supplier to cure such default within 30 days of receipt of said notice of default. Should the supplier not cure the default within the said period the purchaser may within 30 days terminate the whole or any portion thereof with respect to any if the work not completed by the supplier in accordance with the terms of the contract at the said time of the notice in writing to the Supplier. Upon termination of the contract under this clause, the purchaser shall require the supplier to deliver to the purchaser any finished work which has not been delivered prior to such terminations. The purchaser however, shall pay the supplier for all such finished work delivered and accepted.

17. **ARBITRATION:**

In case of any dispute or difference arises out of or in connection with or carrying out of works (whether during the progress of the works or after their completion and whether before after determination, abandonment or breach of contract) except as to any or the matters, provided hereunder, the parties hereto, shall first endeavor to settle such dispute or differences amicably. If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 28 days of such failure) give a written notice to other party requiring that all matters in dispute or difference be arbitrate upon, such written notice shall specify the matters which are indifferences or of differences of which such written notice has been given and no other matters shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or incase of disagreement as to the appointment of a single arbitrator, to two arbitrators are to be appointed by each party or in case of said arbitrators not agreeing them, to the umpire, to be appointed by the arbitrators in writing before entering upon the references. Provisions **of the Indian Arbitration Act, 1940 or Arbitration and Conciliation Act 1996 or any statutory modification or reenactment**, thereof and rules framed there under from time to time shall apply to such arbitrations.

Venue of arbitration shall be Kolkata, India. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. The Indian Laws shall govern this contract for the time being in force. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of the parties. Pending references to arbitration, the parties shall make all endeavors to complete the work in all respects and all disputes, if any will finally be settled in the arbitration. Upon every or any such references to the arbitration, as provided herein the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrators or the Umpire, as the case may be.

The Award of the Arbitrator or Arbitrators, as the case may, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the supplies by reason of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Supplier hereby also agree that arbitration under this clause shall be a condition precedent any right of action under the contract.

18 **REJECTION OF DEFECTIVE STORESd**

The Laws of India shall govern the Contract. The adjudication pertaining to this tender is restricted to Kolkata.

19 **ACCEPTANCE OF TERMS AND CONDITIONS**

The supplier must agree to abide by the above set forth terms and conditions.

20. **SAVING OF GOVERNMENT OF INDIA LAWS**

All Rules, regulations, orders & instructions issued by the Government of India from time to time regarding any matter considered in this tender shall be applicable.

SECTION – VI: TECHNICAL SPECIFICATION OF CONSIGNMENT

D.W. TARPAULINE JUTE BAG OF FOLLOWING SPECIFICATIONS:

1. Grade	Specification : (IS:3344-1965 and subsequent amendment No.3 (Reaffirmed 2000) of size 47cms. x 35 cms.)
2. PHYSICAL PROPERTIES	
a) Weight	210 grams (+20 grams / -15 grams)
b) Size	47 x 35 cms.
c) Stiches	As per I.S. Specifications

PRICE BID

1. Tender reference No. :
2. Name of Tenderer :
3. Opening date & time :
4. The tender shall remain valid for acceptance for 90 days, from the date of tender opening.

TABLE – 1

**SUMMARY OF PRICE SCHEDULE FOR SUPPLY OF
D.W. TARPAULINE JUTE BAGS**

SR. NO.	PARTICULARS	DETAILS
1	Description of the items	Supply of D.W. Tarpauline Jute Bags as per Technical Specification in Section VI
2	Quantity	3,00,000 Pcs.
3	Basic cost	
4	Excise Duty	
5	Central/ State Sales Tax /V.A.T., if applicable	
6	Packing & forwarding charges	
7	Freight including unloading and stacking at Mint Store per M.T.	
8	Total cost	

Important

No price to be indicated in the format which is to be enclosed along with Tech-commercial Tender (Part-I). However, Price-Bid (Part-II) which contains prices should be in this proforma only and to be enclosed in a sealed cover separately. The sealed Price-Bid duly

super-scribed as a Price-Bid (Part-II) should be enclosed to the Techno-commercial Bid of the Tender.

.....
Signature of the tenderer with designation with seal

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. In case any of the subheads are included in the total cost, the same should be specified.
3. In the absence of Taxes and duties clearly stated in price bid, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
4. Any other information bidder likes to add should be mentioned.

Tender Reference No. :

FAX No. :

Telephone No. :

Signature of Tenderer :

Name in Block Letters :

Full Address :

.....

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.....

.....

Website address :

Station :

Date :

Office stamp / seal