

**INTEGRATED TRIBAL DEVELOPMENT AGENCY,
PADERU – 531 024, VISAKHAPATNAM DISTRICT
Phone:08395 250242, Fax: 08935 250833
Email:itdapaderu@gmail.com, Website:www.itdapaderu.com**

SHORT TENDER NOTICE

Rc.No.686/2015/A2

Dated: -01.2019.

ITDA is operating in 11 mandals (viz., Ananthagiri, Arakuvalley, Dumbriguda, Hukumpeta, Pedabayalu, Munchingput, Paderu, G.Madugula, Chinthapalli, G.K.Veedhi and Koyyuru Mandals) of scheduled area of Visakhapatnam District of State of Andhra Pradesh and among others services, also extend the services for cultivation of coffee plantations by the tribal farmers. For raising of nurseries, polythenebags will be supplied to the tribal farmers.

Therefore, sealed tenders are invited from the Reputed & Registered manufacturing units or Supply Companies / firms / Organizations to supply 5"x8"x200 guage **Polythene bags** complying with the prescribed standards and specifications.

Tenders would be opened on 1-2-2019 at 4.00 PM, at ITDA, Paderu. The interested parties may file their tenders in the enclosed schedule in sealed covers in the Tender Box put in ITDA, Paderu by 1.00 P.M. on 1-2-2019. The tenderer may download the tender form and terms and conditions from website of www.visakhapatnam.nic.in. The duly filled in tender schedule shall be put in the Tender Box in ITDA, Paderu before due date. The application not made in complete shape, nor supported with payment and reached office later the tender schedule are summarily be rejected and the amount will be forfeited to ITDA account and no return of documents are entertained.

The other transactions arising out of these tender proceedings shall be subject to the terms and conditions stipulated in Annexure – A appended herewith and shall be binding on the tenderer and these terms & conditions shall continue to be in force till the transactions are completely made to full satisfaction of vendor in all respects.

The applicant may keep in mind that no informal correspondence will be entertained on any point at any stage and he shall strictly adhere to the terms and conditions prescribed herein.

PROJECT OFFICER
I.T.D.A. PADERU

Submission of documents by tenderer:

- 1) Terms and conditions in Annexure.A duly signed by tenderer in all pages.
- 2) Duly filled in Tender Schedule in Annexure.B. with EMD.
- 3) Attachment to Tender schedule – Annexure.B duly filled in with enclosures of all necessary documents/sample etc.,
- 4) Power of Attorney, if necessary.
- 5) Any other information as desired by the Project Officer, ITDA, Paderu in terms and conditions.

ANNEXURE – A

TERMS AND CONDITIONS

I. Meanings:

1. **Contractual obligation:-** SUPPLY of 5"x8"x200 guage Polythene bags, each kg shall consists of 410 nos. bags and each bag shall have (2) holes in bottom of the polythene cover.
2. Last Date & Time:- 1-2-2019 BY 1.00 P.M and tenders will be opened by 4.00 P.M.
3. Place of Tender : I.T.D.A. PADERU
4. **Annexure-B:-** The prescribed Tender Schedule, which shall be filled in fully by the tenderer or his authorized representative with written proof of authorization.
5. **Usual Official Language:-** The medium of language used in tender form is English.
6. **Tenderer / Supplier:- Registered & Reputed** Manufacturing Unit or Supply Company / Firm / Organization (or) an authorized Representative of them.
7. **ITDA/Vendee:-** The Integrated Tribal Development Agency, Paderu.
8. **Authorized Representative of the ITDA:-** The Asst. Director(coffee) of the ITDA or an Officer appointed for the time being for the purpose by the Project Officer, ITDA.
9. **Dispute:-**The breach of contractual obligation arises out of the tender conditions.
10. **Sole Arbitrator:-** The Project Officer, ITDA or his nominee.

II. Submission of Tenders:-

- a) Tender(s) will be received on all working days upto the last date and time at the place indicated in the Tender Notice.
- b) The sealed covers containing the tender schedule given in Annexure-B shall be addressed to the Project Officer, ITDA, Paderu and shall be super subscribed as "Tender for supply of Polythene bags .
- c) Tender(s) shall be filled in Annexure-B only (enclosed). All columns shall be filled in full, with clear terms and in usual official language only.
- d) The sealed tender(s) (in Annexure-B) shall be signed & presented either by the intending tenderor(s) or through his / her / their authorized representative(s) with written proof, in person put in the Tender Box kept in ITDA, Paderu within the time & date.
- e) The tender(s) received upto the last time & date and at the place indicated in the tender notice shall only be taken into consideration for opening in the presence of the tenderers / their authorized representative (s) present at the time prescribed for opening of the Tender in Annexure-B.

- f) Tender(s) received after the last date & time noted in the tender notice due to post/telegraph lapses or for any other reason shall not be entertained under any circumstances and the ITDA is not responsible for such delayed receipt of tender(s) or lost in transit.
- g) Tender(s) are valid for a period of 7(seven) days or for such extended period from the date of its submission or till the orders canceling the tenders issued which ever is earlier.
- h) Any conditional tender or tenders filed other than in the form given in Annexure – B shall be liable for rejection out right by the Project Officer, ITDA, Paderu or authorized representative.
- i) All the corrections, additions, erasers, over writing incorporated in the tender documents shall be initiated by the person or persons signed in the tender documents only.
- j) Tenders offered without quoting price in the tender schedule will be rejected.
- k) No claims for additional amounts other than the rate quoted will be accepted.
- l) Tenderer shall prepare and submit the tender duly appending his signature on all pages.
- m) Only one tender shall be submitted by each tenderer.

III. Pre-qualification Criteria:

- a) The tenderer shall be a competent person under law to execute / enforce an agreement.
- b) The Manufacturing Unit or Supplier Firm/Company/Organization shall be registered under the appropriate law and should have been in existence since last 5 years and the registration shall invariably be in force during the period of contract and should furnish relevant certificates.
- c) In case of tenderer represented by his agent / authorized representative / third party the person so represented on his behalf shall be authorized to submit the tender. The written authorization obtained on official letter head, with stamp/seal if any, from the tenderer himself or a responsible person of representing the tenderer who shall be competent to give such authorization under the deed/memorandum/rules & orders etc. or / power of attorney in the prescribed format shall be furnished along with the tender.
- d) The tenderer should have experience in supply of material under government sponsored schemes for any Government Sector/PSU/Corporations. Documentary evidence should be submitted to this effect.

- e) The tenderer should have ISO certification or equivalent. The tenderers shall enclose necessary proof of the same and the certifications obtained from the Government bodies, if any, relevant to prove their experience and quality of service.
- f) The tenderer must be registered under the Service Tax Act/GST. The tenderors shall enclose necessary proof of evidence

IV. Documents to be furnished:

- a) The tenderer shall furnish duly filled in original Annexure-B (Tender Schedule) which accompanied with the prescribed payment of EMD.
- b) In case of tenderer is a Company/ Firm/organization, the certified/attested copy of certificate of incorporation/memorandum & articles of association partnership deed / rules & orders etc. shall be furnished along with tender form.

V. Payment of Earnest Money Deposit:-

- a) The EMD of Rs.1,00,000/- (Rupees one lakh only) shall be paid along with the tender form.
- b) The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the agreement.
- c) The EMD shall be forfeited if the tenderer either modifies or withdraws his tender within the tender validity period.

VI. Mode of Payment:-

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

VII. Scope of Contract & its term:

- a) The contract details, scope of assignment, Supplier requirements are as specified
- b) **The Tenderer should supply the total indented quantity of polythene bags within (30) days from the date of receipt of the work order.**
- c) If the tenderer fails to supply the polythene bags within the stipulated time, specifications and to the destination points, the indent placed will be liable for cancellation duly forfeiting the EMD of the tenderer and the tenderer will be block listed.
- d) There should be (2) holes in bottom of the polythene cover. There should be 410 Nos. covers per kg of 5"x8"x200 guage.
- e) Fresh granules should be used and the recycled material should not be used.
- f) The tenderer shall be held responsible to pack the polythene bags in 25 kgs packing and to handover the material at Eleven Mandal points of ITDA, Paderu as specified.
- g) ITDA officials will inspect the entire stock of polythene bags (quantity, quality, size and guage etc.,) in the presence of Tenderer or their authorized representative at the time of receipt of stock at Mandal level.
- h) In case of any deficiency the stock receipt will not be accepted. Therefore the Supplier shall ensure the stocks supplied are in good condition with longevity so that the material will be in serviceable condition and in case the stocks found unserviceable or defective he shall ensure prompt replacement of the material without hindering the project while meeting costs on his own.
- i) No advance payment will be made to the tenderer and the final settlement of bills made at any time will not carry interest.
- j) Payment of cost of polythenebags to the tenderer is subject to the following only:
 - a. after supply of entire quantity of polythene bags to ITDA, Paderu (delivered to 11 Mandal points),
 - b. on receipt of the acknowledgements from the Sub-Assistants/Horticulture Consultants duly countersignature of the Asst. Director (Coffee) ITDA, Paderu; and
- k) 2% TDS on total payment will be collected from the firm and to pay to Income Tax Department. Hence tenderer should submit PAN CARD.
- l) The term of this contract will be for a period of 3 months from the date of issue of Letter of Award and can be extended on mutually agreed T&C after completion of project tenure.
- m) The Project Officer, ITDA, Paderu shall have sole discretion to extend the term of agreement for such period as considered appropriate. The extended period shall be without change in terms and conditions including the rate offered by the bidder.

VIII) Opening and evaluation of BIDS:

- (a) The prescribed Tender form Annexure – B which shall be filled in full by the tenderer or his authorized representative,
- (b) The Tenderer in person or their authorized representatives shall be present 15 minutes before the time specified for opening of tenders on the day and time at the place indicated in the tender notice so that they can witness the tender proceedings.
- (c) The tenders will be opened by the committee constituted by the Project Officer, ITDA, Paderu or any other Officer of the ITDA authorized specially or generally for the purpose when the authorized representative is not available on the day of opening tender.
- (d) The ITDA has got the right to postpone/cancel the tenders or withdraw/ reduce / enhance the quantities before commencement of the tender proceedings, and also reserves the right to use its discretion depending on the circumstances prevailing at the time of opening tenders whether to accept or reject any tender and no claim will be entertained in this regard on any count.
- (e) The rate quoted in the tender shall be valid so long as the tender validity period is subsisting and the tenderer is prevented from enhancing his offer for any reason, provided the ITDA shall be at liberty to negotiate for lesser rate than what is quoted by him.
- (f) The tenderers should attach sample polybag (5"x8"x200 gauge) to tender document. Without sample, tender will not be accepted.
- (g) Supply of polythene bags should be strictly in conformity with the samples submitted.
- (h) It shall be noted that whatever the party maintain the standards to its tender samples shall continue till the contract is ended with it and liable for any action contravening to said standards in future in any manner.

IX. Acceptance of the Tender:-

- a) The lowest rate offered / obtained in the tenders / negotiations may either be considered for acceptance or rejected without assigning any reason.
- b) The ITDA reserves the right to accept or reject any or all the tenders / rates offered without assigning any reasons and to purchase the stocks in any manner as they considered and deemed it on the same day or any other subsequent dates in the interest of ITDA.

- c) Work order will be placed with the lowest tenderer basing on the rate finalized during the negotiations.
- d) **Governing Law and Jurisdiction:** This Agreement shall be construed and interpreted in accordance with and government by the Law of India and the Courts at Paderu of Visakhapatnam District, State of Andhra Pradesh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

X. Liability of the ITDA:-

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

XI. Indemnity:-

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

XII. Application of laws/Taxes:-

- (a) All taxes as applicable from time to time.
- (b) Income Tax, Surcharge and Education Cess shall be collected at the rates applicable at source from the amounts payable to the supplier.
- (c) The Supplier shall abide, at all times, by all existing enactments, rules made there under, any other regulations, notifications and bye laws of the Central & State Governments or local authority in respect of his service.
- (d) The Supplier shall comply with all legal requirements for obtaining license if any, under any act required to his service on its own cost. All other necessary clearances like IT, Registration of Firm/Company etc. shall be in force and obtained invariably.
- (e) Any statutory deductions for which there is no obligation on the part of the ITDA for deduction shall be made by himself from his own funds.
- (f) All statutory payments, charges, fees, taxes, levies, penalties etc. that may be his responsibility in respect of his men, material and other services shall be borne by him alone from his own funds, the ITDA bears no responsibility for the same.

XIII. Settlement of Disputes:-

(a) Any dispute / difference arising out or relating to this agreement including the interpretation of its terms and conditions or breach thereof shall be resolved first through joint discussion between the Vendor and the Authorized Representative of ITDA. However, if the disputes are not resolved by joint discussions then the matter shall be referred to and settled by way of arbitration by the Project Officer, ITDA or his nominee.

(b) The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

XIV. Jurisdiction of local courts:-

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

SIGNATURE OF TENDERER
WITH SEAL

TENDER SCHEDULE - ANNEXURE – B

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

Sir,

In pursuance of your Tender Notice Rc.No.686/2015/A2, Dated: -01-2019,
I / We hereby confirm that I / We have gone through the terms and conditions & given in
Annexure – A appended to the said notice and I / We hereby undertake to abide by the same.

I / We offer the following rates for supply of Polythene bags as follows.

Sl. No.	Nature of material intended	Quality specified	Unit of quantity	Amount offered in indian rupees (including all taxes and charges)
1.	Polythene bags 5"x8"x200 guage	Per kg. 410 no.of bags	Per Kg.	

I / We _____ S/o _____
residing at Door No. _____ (full postal address to be given)
offering the rate(s) on my own behalf / on behalf of M/s. _____
(Name of full postal address) in the capacity of(viz.,
CEO/ Managing Partner / Authorized Representative etc.) are true to best of my knowledge
and I / we shall abide by all terms & conditions prescribed by ITDA when the work is assigned
on me. The letter of Authority duly signed by the Supplier on whose behalf this tender is filed
is enclosed herewith.

ADDRESS & PHONE NO.OF THE TENDERER

<u>Address:</u>

Mobile No:

Phone No:

Fax No:

ENCL: ATTACHMENT TO TENDER SCHEDULE.

SIGNATURE OF THE TENDERER
WITH SEAL

Date:

Place:

ATTACHMENT TO TENDER SCHEDULE – ANNEXURE - B

1. Place of Tender : Meeting Hall, ITDA, Paderu
2. Last date & time for receipt of Tender : 1-2-2019 up to 1.00 P.M
3. Date & time of opening tender : 1-2-2019 by 4.00 P.M.

I / we understood the terms & conditions here in prescribed and abide by the same and modified / revised if any to suit the requirements of the ITDA and submit the Technical Bid herein.

1	Name of the Tenderer:	
2	Category of the Tenderor, whether manufacturer or supplier	
3	Whether tenderer is in the field of production cum marketing of the products.	Yes / No
4	If so, whether Company, partnership firm or other Organization (attach document)	
5	Existing production details ie., type of product with specification.	
6	Year of Establishment	
7	Name of Chief Executive Officer	
8	Name of Authorized Representative	
9	Contacts:	
	Telephone Office:	
	Telephone Residence:	
	Fax:	
	E-mail:	
	Mobile No:	
10	Name(s), contact number and Address(s) of Partners or Directors or Executive Head	
11	Areas of business operation	
12	Strength of Plant, machinery & equipment	
13	Service Tax / GST / TIN details as the case may be (Attach document)	
14	Income Tax PAN/GIR No. (Attach document)	
15	Whether the prescribed EMD is paid as indicated, if so details with DDNo. & date.	Yes/No. DD No..... & Date.....

SIGNATURE OF THE TENDERER
WITH SEAL

Date:
Place:

POWER OF ATTORNEY FORMAT

(On Stamp Paper of relevant value)

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

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

Dated thisday of March, 2017

For

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

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