

**FOREST DEVELOPMENT CORPORATION
OF MAHARASHTRA**

TENDER DOCUMENT

**Tender Ref.No:- GM/NCR/Store/CR 133/18-19/2783
Dated 28/1/2019**

For

**PURCHASE OF ROOT TRAINER STAND
TENDER VALUE: RS 30 LAKHS**

**OFFICE OF GENERAL MANAGER
NORTH CHANDRAPUR REGION
CHANDRAPUR**

**Land Line PHONE: 07172/255596
E-MAIL: rmnorthchanda@yahoo.co.in
WEBSITE: www.fdcn.nic.in**

TENDER Fee : Rs 1000/-

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**OFFICE OF GENERAL MANAGER (GM), NORTH CHANDRAPUR REGION (NCR)
RAMBAG FOREST COLONY, MUL ROAD, CHANDRAPUR 442401**

INVITATION FOR E-TENDER

OFFICE OF GENERAL MANAGER, NORTH CHANDRAPUR REGION, CHANDRAPUR
invites e-Tender in the prescribed forms (Technical & Financial) from eligible bidders as per
INSTRUCTION TO BIDDERS FOR SUBMISSION of the bid for Purchasing Root Trainer
Stand as specified in Annexure-A.

Sr. No.	Name of Items	Nos	Approximate Value
1.	Root Trainer Stand (Specification in Annexure-A)	7500	Rs 30 Lakhs

1. Details of e-Tender are given in Tender Document (TENDER), which will be available on Website "www.fdcn.nic.in" under Tenders and "mahatenders.gov.in". The copy of the Tender can be downloaded from both the above websites.
2. Online bidding will be done only on "<http://mahatenders.gov.in>" website on date and time given below.

Summary of the tender

Tender Reference No.	GM/NCR/Store/CR133/18-19/2783 dated 28/1/2019
Tender Fee	Rs 1,000/- (one Thousand) (Non Refundable)
Availability of tender document (TENDER) on websites	29/1/2019
Last Date and Time for receipt of offer	16/2/2019 at 06:00 P.M
Opening of Technical bid	18/2/2019 at 03:00 P.M in the Office of GM, North Chandrapur Region, FDCM, Rambag Forest Colony, Mul Road, Chandrapur 442401
Address of Communication	OFFICE OF GENERAL MANAGER, NORTH CHANDRAPUR REGION, Rambag Forest Colony, Mul Road, Chandrapur 442401
Contact Person and Telephone Numbers	GM, OFFICE OF GENERAL MANAGER, NORTH CHANDRAPUR REGION, Rambag Forest Colony, Mul Road, Chandrapur - 442401 Land Line PHONE: 07172/255596 E-MAIL: rmnorthchanda@yahoo.co.in

3. The above-mentioned schedule of event(s) may be changed, at the discretion of GM (NCR), FDCM without assigning any reason thereof.
4. The Validity of the rate quoted must be applicable for 6 months from the date of closure of e-Tender.

5. All information in respect of this e-tender will be uploaded on above websites only. Interested persons/prospective bidders are requested to remain in touch with above websites for important information related to this tender.
6. The GM (NCR) reserves the right to accept or reject any or all proposals without assigning any reason whatsoever and also reserve the right to make suitable changes in the TENDER, if-needed.

Dated : 28/1/2019

**GM (NCR)
Rambag Forest Colony,
Mul Road, Chandrapur
442401**

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF TENDER

1. Tender documents and tender fee

- a. The Tender document will be available on Forest Development Corporation of Maharashtra website 'www.fdcn.nic.in' under Tenders and "mahatenders.gov.in" from 29/1/2019.
- b. Only Online bidding will be accepted at "http://mahatenders.gov.in" website till 16/2/2019 at 06.00 pm.
- c. Non refundable tender fee of Rs 1000/- and EMD Rs. 25,000/- will be paid through Net-banking / NEFT / RTGS in the account mentioned on e-tender portal.
- d. Prospective bidders are advised to study the tender document carefully before submitting the bid.
- e. If bidder requires any information or details thereof, they can contact to the office on working days from 11:00 am to 5:30 pm.
- f. After submission of bid, the bidder will not be allowed to make any change and no complaint of whatsoever nature shall be entertained.

2. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

GM (NCR)	"GM (NCR)" means General Manager, North Chandrapur Region, FDCM, Chandrapur
RM (SCR)	"RM (SCR)" means Regional Manager, South Chandrapur Region, FDCM
Bidder	"Bidder" means the eligible Firm registered under Company Act-1956 or Partnership Act-1932 or Proprietary or HUF registered under The Maharashtra Shop and Establishment Act, 2017.
Contract	"Contract" means the agreement entered into between the Indenter and the successful bidder, in the Contract Form signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
Contract Price	"Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations.
Document	"Document" means published tender document including their addendum.
EMD	"EMD" means EARNEST MONEY DEPOSIT.
Eligible Bidder	'Eligible Bidder' means who fulfils the eligibility criteria at Sr No 3.
Firm	"Firm" means Indian company registered under Company Act-1956 or Partnership Act-1932 or Proprietary or HUF.
Indenter	"Indenter" means GM (NCR), or an officer authorized by him.
Non compliant	"Non compliant" means failure/refusal to submit required documents.
Non responsive	"Non responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa;

MD, FDCM	Managing Director, FDCM having office at FDCM Bhavan, 359/B, Hingna Rd, Ambazari, Nagpur, Maharashtra 440036
DM	Divisional Manager of Chandrapur Region of FDCM
Registered	"Registered" means Indian registered Firm under Company Act-1956 or Partnership Act-1932 or Proprietary or HUF entities registered under The Maharashtra Shops and Establishments Act, 1948 or amendments thereof.
Vendor	"Vendor" means the successful bidder with whom the indenter enters into an agreement against this tender.

3. BIDDERS ELIGIBILITY CRITERIA

- a) Bidders must have an experience of minimum 1 year in the last 3 years, in supply of Iron Fabrications to Government Offices or PSU or reputed company of value not less than Rs 5 lakhs in a year, with satisfactory performance, or delivering/constructing structures having Iron Fabrications and value of those fabrications are no less than Rs 5 lakhs in a year of the last 3 years (i.e. from 2016-17 to 2018-19).
- b) Bidder must be a registered firm (Company, Partnership, proprietary, HUF)
- c) Bidder must have his own shop/office in the Nagpur region (Chandrapur, Nagpur, Gadchiroli, Bhandara, Gondia, Wardha) of state of Maharashtra.
- d) Bidders must be profit making firm in the last year.
- e) Bidder's annual turnover in the last year shall be at least **Rs.50/-** lakhs.
- f) Bidder must have GST registration no.
- g) Bidder should not be black listed by any office of the Government or PSU.

4. SCOPE OF WORK:

- i) The tender is meant for supply of Root Trainer Stand in the various forest nurseries under the control of office of GM (NCR) and RM (SCR), Rambag Forest Colony, Mul Road, Chandrapur. The locations, approximate quantity of the stands to be delivered to Nurseries, as well as their distance from Chandrapur are mentioned in the chapter of Terms and Conditions of Contract of this tender.
- ii) The number indicated in the list of Root Trainer Stand may vary (increase / decrease) and so rate may please be quoted for each unit

5. EARNEST MONEY DEPOSIT (EMD)

a. EMD Deposit:

- Bidders are required to make online payment of Rs.25,000/- (Rupees Twenty Five Thousand) as Earnest Money Deposit through Net-banking / NEFT / RTGS in the account mentioned on e-tender portal.
- No interest will be payable to the bidder on the amount of the EMD.

b. Earnest Money Refund:

- The earnest money of the Bidders, who fail to qualify in the Technical Bid, will be refunded electronically to respective bank account within one week after completion of technical bid evaluation.
- The EMD of the Bidders, who qualify in Technical Bid but not awarded the tender, will be refunded electronically to respective bank account within one week after signing of contract agreement between Forest Development Corporation of Maharashtra and the successful Bidder.

c. Forfeiture of EMD:

- Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected and EMD will be forfeited.
- **In the case of a successful bidder if the Firm fails,**
 - To execute the agreement/contract within the given time period after issue of the letter of intent or within extended date,
 - To submit Performance Bank Guarantee within the stipulated time as mentioned in TENDER,
 - During the bid process, if any information is found wrong / manipulated / hidden in the bid,
 - If the bid is found non-complaint or non-responsive, **the bid will be rejected along with forfeiture of EMD.**

The decision of GM (NCR), FDCM regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

6. Instructions to Bidders

a. Advice to the Bidders

Bidders are advised to study the Tender document carefully before participating in the bid. It shall be deemed that submission of Bid by the bidder has been done after his/her careful study and examination of the document with full understanding to its implications.

b. Bid Document

The Bid Document will be available from the date as mentioned in the summary of tender, on above mentioned websites. Interested Bidders may download the same.

c. Procedure for Submission of Bids

➤ E-Tender System.

Two Stage Bidding System has been adopted for the present e-tender as follows:

- **Technical Bid &**
- **Financial/Commercial Bid:**

Bidders have to participate in this e-Tender through above mentioned portal following standard e-Tendering process.

Note: Rate should not be indicated in the Technical Bid. It should only be given in the Financial/Commercial Bid.

Any deficiency in the submission of documents may result in disqualification in technical bid.

i. Technical Bid

Documents Comprising the Technical Bid.

The Technical Bid, besides the other requirements of the e-tender, shall comprise of the following documents:

- Signed Technical Bid Cover Letter (**Annexure-B**), certifying the validity period of the rate quoted.
- In support of 1 year experience in the last 3 years, a copy of purchase order and proof of successful completion of supply of Iron fabrications to the concerned organization (Government / Semi-Government / PSU / Reputed Company) to add up to Rs 5 lakhs for a year or
a certificate by Chartered Accountant that purchase price of iron fabrication used in completed supply or construction was more than Rs 5 lakhs in a year, of the last 3 years.
- Firm Registration certificate. A copy of bye-laws/Article of Association, if the firm is a company.
- Document supporting own office/shop/establishment in the Nagpur Region of State of Maharashtra and a copy of its registration.
- Income tax return of last year in support of being profit making firm.
- Balance sheet showing turnover with Profit & loss Account.
- Copy of GST registration certificate.

- Power of Attorney executed by the firm in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this e-Tender. **(Annexure-D)**
- An affidavit verifying that the firm is not black listed.
- Signed Copy of Tender.
- General information about the Bidder **(Annexure- F)**

All documents mentioned above have to be uploaded on above mentioned portal as technical bid. Non submission of any of the documents mentioned above, the bid will be treated as non compliant.

ii. Financial / Commercial Bid.

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

- The commercial bid form has been termed as BOQ (Bill of Quantity) will be available on the portal. Bidders are required to submit the rate in the space provided, per unit, as well as cumulative amount for total number of units.
- Financial/Commercial Bid must be inclusive of all Taxes and it should be fixed.

7. Cross checking.

GM (NCR) reserves the right to contact and verify Bidders information, references and data submitted in the bid proposal without further reference to the Bidder.

Evaluation Committee as mentioned in Sr no 17, has rights to ask for any uploaded document in original for cross checking and also has right to waive minor deviations in bids in the interest of the FDCM. Minor deviations will also be defined by the Committee.

8. Cost to TENDER

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Office of GM (NCR). The Office of GM (NCR) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bids

The Bid prepared and all correspondence and documents relating to the bid exchanged by the bidder and FDCM, shall be either in English or in Marathi

language, provided that, any printed literature furnished by the bidder may be written in other language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

10. Bid Prices

- a. The Bidder will quote rates against each Root Trainer Stand item in the form, made available on the e-Tender proposal. This form is technically known as BOQ “Bill of Quantity”. (Annexure-G)
- b. The bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood the Scope of Work. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents with due diligence and it shall be the responsibility of the successful Bidder to fully meet all the requirements of the tender documents.
- c. Rates quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, FDCM reserves the right to negotiate the rates quoted in the bid by the successful bidder (L1) to effect downward modification. The bid rates shall be indicated in Indian Rupees (INR) only.
- d. The rate quoted in BoQ includes all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. However, the statutory provisions will be considered.

11. Tax liability

- a. The successful bidder will have to bear all applicable taxes. Financial Bid must be inclusive of all taxes.

12. Indemnity against Trademark and IPR Violations

- a. The successful bidder shall indemnify the FDCM against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.
- b. The successful bidder shall indemnify the FDCM against all third-party claims of infringement of industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

13. Completeness of offer

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER document carefully before submitting bid. Submission of bid shall be deemed to have been done after careful

study and examination of the TENDER document with full understanding of its implications.

- b. The response to this TENDER should be full and complete in all respects. Failure to furnish all information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the Bidders risk and shall result in rejection of its proposal and forfeiture of the bid EMD.
- c. Failure of the Bidder to reach an agreement on terms & conditions of the Contract shall constitute sufficient grounds for the annulment of the award of contract.
- d. Failure to comply with the requirements of the TENDER shall render the proposal non-compliant and the same shall be rejected. Bidders must:
 - Include all documents specified in this TENDER;
 - Follow the format of this TENDER and respond to each element in the order as set out in this TENDER and comply with all requirements.
- e. Even though the Bidders meet the qualifying criteria, they may be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - Submitted a bid which is not substantially responsive to the requirements stated in the TENDER.

14. Bid Signing Authority

- a. The firm has to authorize its representative for signing and submitting all certificates / letters / documents (including any clarifications sought and any subsequent correspondences) required from time to time under this e-tender.
- b. The representative must be of Indian Nationality, sound mind and should not be bankrupt.
- c. It is further clarified that the individual signing the tender or other documents in connection with this e-tender must certify whether he/she signs as the constituted attorney of the firm.
- d. The authorization shall be indicated by written power-of-attorney which shall accompany the technical bid.

- e. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be part of the technical bid. (**Annexure-D**)
- f. Any change in the Authorised Signatory shall be intimated to GM (NCR), in advance.

14. Period of Validity of Bids

- a. The commercial bid submitted by the bidder online shall remain valid for **180 days** after the date of opening of Technical Bids. A certificate in this regard shall be submitted as one of the documents required in technical bid. The validity period, if needed, may be extended by mutual consent of the firm and the GM (NCR).

15. Local / Site Conditions

- a. The Bidder is expected to gather any additional information required for preparing the bid / entering into contract. Obtaining such information shall be at Bidders own cost.
- b. It will be imperative for each bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.
- c. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the office of GM (NCR) and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted on account of failure of the bidder to appraise themselves of local laws and site conditions.

16. Modification and Withdrawal of Bids

Withdrawal of bid is not possible. However, the bidder may modify his/her bid through standard procedure of e-tendering. No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

17. Evaluation of Bids

The evaluation process of the e-tender proposed to be adopted by the Office of GM (NCR) is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the Office of GM (NCR) may adopt. However, the Office of GM (NCR) reserves the right to

modify the evaluation process at any time during the e-tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

- a. An Evaluation Committee will be formed to evaluate both technical and commercial bids received.
- b. First technical bids will be opened and evaluated. The commercial bids of only technically qualified bidders will be opened and the same will be handed over to the evaluation committee for their evaluation. The technical bids of technically disqualified bidders will be considered void.
- c. The technical evaluation will be based on the technical evaluation criteria as mentioned in the TENDER and documents submitted in their support.

I. Evaluation of Technical Bids

- a. Technical Bids will be opened by two officers of different levels having digital signature certificates before present bidders or their representatives at the time, date and place, as mentioned in Invitation for Bids.
- b. The Committee so formed will examine the bids to determine whether they are complete and the bid format conforms to the requirements.
- c. The Committee will evaluate first on the basis of Technical Qualification criteria and documents asked in technical bid. The Committee will also check signed documents in order to confirm that bids are in order.
- d. The Bids Conforming the technical requirements as mentioned above will be declared technically qualified.
- e. Non complaint and non responsive bids as evaluated by the Committee will be rejected by the GM (NCR). No new documents will be accepted to make the bid compliant and responsive. Rejected bids will not be considered.
- f. GM (NCR), on recommendation of the Evaluation Committee, may waive any infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation.
- g. When deemed necessary, during the tendering process, the GM (NCR) may seek clarifications or ask any or all the bidders to make presentations on any aspect or produce original certificates for confirmation. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or rates quoted.
- h. Bidders satisfying all the Technical Qualification criteria and other requirements will be declared technically qualified. The result of evaluation of technical bids will be published on above mentioned websites. No other method of communication will be followed.

- i. No Communication will be made with unsuccessful bidders.

II. Rejection of Technical Bid

The Technical Bid submitted shall be rejected on the following grounds,

- i. Bidders not meeting qualification criteria.
- ii. Bids are non compliant and non responsive.
- iii. Conditional bids.
- iv. If the information provided by the bidder is found to be incorrect / misleading at any stage / time during the e-Tendering Process.
- v. Any effort on the part of a bidder to influence the bid evaluation process.
- vi. Bids without signature of person(s) duly authorized.
- vii. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- viii. Technical Bid containing commercial details.
- ix. Bidder not quoting for the complete scope of work as indicated in the tender documents, addendum (if any) and any subsequent information given to the Bidder.
- x. Any other reason as decided by the Committee.

III. Evaluation of Commercial / Financial Bids

- a. If the number of bidders is 3 or more, their Technical Bids will be opened by two officers of different levels having digital signature certificates. Bidders or their representatives may remain present at the time of opening the bids. However, bids will be opened by the Authorized Officers, even if, bidders or their representatives are not present.
- b. If the number of bidders is less than 3, Technical Bids will not be opened till giving an extension of 3 days to the tender for inviting new bids.
- c. Bids will be evaluated by the Evaluation Committee so constituted. Bids will be evaluated as follows:
 - i. First responsiveness of technically valid bids will be checked.
 - ii. The Financial/ Commercial bids of only those bidders deemed Technically qualified shall be opened. Next reasonableness of quotes will be examined with reference to the market rate. The reasonableness of the rates will be decided by the committee and its decision in this respect will be final.
 - iii. Unreasonable rates even lowest will be rejected.

If bid fails to satisfy any of the above tests, it will be rejected. Only accepted bids will be considered for comparison.

- d. The evaluated valid and accepted commercial bids will be classified into L1, L2... etc. based on total number of Root Trainer Stand mentioned in Annexure-A of TENDER.
- e. L1 may be asked to produce original of all documents submitted for technical bids for verification. On failure of submitting the originals, the commercial bid (L1) will be rejected and procedure of selection will be continued with L2 and so on.
- f. If there is an arithmetic discrepancy in the commercial bid calculations, the Committee will rectify the same. If the Bidder does not accept the correction of the errors, its bid will be rejected and EMD will be forfeited.

18. Resolution of Ambiguity in Financial/Commercial Bids

- a. Proposals will be checked by the Committee for any Arithmetic errors during the evaluation of the Financial Proposals. Errors will be corrected by the Committee as follows:
 - i. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern; and
 - ii. Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, or between sub totals and total price, the unit or sub total price shall prevail and the total price shall be corrected to that extent.
- b. The amount stated in the Financial Proposal will be adjusted by the Committee in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidders. If the bidder does not accept the corrected amount of Financial Proposal, its bid will be rejected and EMD will be forfeited. Besides, the Bidder will be liable for other appropriate action as decided by GM (NCR).

19. Award Criteria

- a. GM (NCR), in respect of this e-tender, is not bound to accept the best evaluated bid or any bid and reserves the right to reject in the best interest of the Corporation without giving any reason thereof.
- b. The Lowest Evaluated and accepted Bid (L1) will be decided on the basis of total amount quoted for Root Trainer Stand for all the items (L1) will be awarded tender accordingly. The successful Bidder will be given Letter of Intent (LoI) with a time limit to accept the same. If (L1) fails to accept it, its EMD will be forfeited and appropriate action will be initiated.

- c. Thereafter, the next lowest (L2) bidder will be given chance to accept the lowest rate discovered (L1). If the (L2) accepts, tender will be awarded to (L2) otherwise above process will be kept continued till the Last evaluated accepted Bid.
- d. If even after that the tender is not awarded, Re-Tendering will be resorted.
- e. The dispute, if any, in respect of decision taken will be resolved by the MD (FDCM). His decision will be final and binding.

20. Right to Change Scope of Contract at the time of Award

The GM (NCR) may at any time, by a written order given to the Successful Bidder, make changes to the scope of the Contract. However, the rate per unit will remain the same.

21. Right to Accept/Reject Any or All Bids

- a. The Office of GM (NCR) reserves the right to accept any bid, and to annul the e-tender process and reject all bids at any time prior to award of contract, without giving any notice to the bidder affected. Such bidders cannot claim any damage due to such cancellation from Forest Development Corporation of Maharashtra.
- b. The Office of GM (NCR) reserves the right to negotiate the commercials bids with the successful Bidder (L1) in the best interest of the Corporation.

22. Notification of Award

- a. GM (NCR) will notify the successful bidder in writing or by email, to confirm the acceptance of his/her bid.
- b. The notification of award will be followed by the execution of the contract.
- c. Upon the successful bidders furnishing of Bank Guarantee for contract performance, the EMD of unsuccessful Bidders will be refunded electronically.
- d. Notices in connection with the contract shall be given by the GM (NCR).

23. Signing of Contract

- a. GM (NCR) shall issue Letter of Intent (LoI) along with agreement format for acceptance of offer and execution of agreement within the stipulated period. (7 days)
- b. Within 7 days of receipt of the LoI, the successful bidder shall execute the Contract and shall submit the required Bank Guarantee against Contract Performance. However, on demand in writing of the successful bidder with

justification, an extension of another 7 days may be given by GM (NCR) after getting satisfied with the reasons given.

- c. At the time of Signing the contract, the successful bidder shall furnish Bank Guarantee Bond of Rs.75,000 in addition to his EMD, from any Nationalized Bank against Contract Performance Guarantee to GM (NCR).
- d. On failure of execution of the agreement by the successful bidder, E.M.D. furnished will be forfeited.

24. RESOLUTION OF DISPUTES

The aggrieved party may prefer an appeal before the MD (FDCM) within 15 days of the order of termination of the contract and his decision shall be final and binding.

25. Period OF CONTRACT

The Rate so approved will remain valid for 6 months from the date of signing the contract. However, the GM (NCR) may consider to give extension for next 6 months on getting request from the successful bidder, if he finds it is in the interest of the Corporation. Contract can be terminated before its expiry for reasons mentioned above and in the contract.

26. LEGAL JURISDICTION.

All legal disputes are subject to the jurisdiction of Chandrapur courts only.

Terms & Conditions of the Contract For Supply of Root Trainer Stand.

1. CONTRACT

- a. The successful bidder on getting the LoI (Letter of Intent) shall either himself or through his constituted attorney, execute an Agreement in the form annexed hereto in Annexure – H, within 7 days from the date of issue of LoI in his/her favour, or within such extended time as may be granted to him/her under the provisions hereinafter contained, failing which his/he appointment shall be liable to be cancelled by the GM (NCR).
- b. The successful bidder shall submit Contract Performance Guarantee for an amount of Rs.75,000/- in the form of a Bank Guarantee Bond from any reputable Private Bank authorised by Government of Maharashtra to keep Government Account/Nationalized Bank in the given Performa in favour of GM (NCR) in addition to EMD.
- c. Failure of the successful bidder to comply with the requirement of above mentioned clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- d. The person signing the agreement form on behalf of another or on behalf of a person or the firm shall be responsible to produce a proper “Power of Attorney” duly executed in his favour showing that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. Such “Power of attorney” should be signed by all the partners in the case of partnership concern and by the person who by his signature can bind the company in case of limited company.
- e. If before the expiry of the period of 7 days, the successful bidder applies to the GM (NCR) for extension of the period herein before prescribed for execution of the agreement, the GM (NCR) may, if in his absolute discretion thinks fit, extend the said period up to not exceeding seven days thereafter on such terms and conditions as may be prescribed by him / her including the payment of extension fees at the rate Rs.1000 per day.
- f. On cancellation of the appointment of the successful bidder under sub-condition (a) hereof, the amount deposited by him/her as earnest money shall without prejudice to any other rights and remedies of the Corporation, be forfeited to the Corporation.
- g. In addition to terms and conditions being mentioned hereunder, all other terms and conditions of the tender will also be applicable for the contract.

- h. The responsibility of the successful bidder is to supply the product which has been approved.

2. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

GM (NCR)	"GM (NCR)" means General Manager, North Chandrapur Region, FDCM, Chandrapur
Business Day	"Business Day" means any day that is not a Sunday or a Public Holiday (as per the official holidays observed by Government of Maharashtra)
Confidential Information	"Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that: <ul style="list-style-type: none"> i. is by its nature confidential or by the circumstances in which it is disclosed confidential; or ii. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
Contract	"Contract" means the agreement entered into between the Indenter and the successful bidder, in the Contract Form signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
Contract Price	"Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations.
Corporation	"Corporation" means Forest Development Corporation of Maharashtra Limited (FDCM) unless the context means otherwise.
Document	"Document" means published tender document and all its addendums.
Effective Date	"Effective Date" means the date on which this Contract is signed and executed by the parties hereto.
EMD	"EMD" means EARNEST MONEY DEPOSIT
Firm	"Firm" means Indian company registered under Company Act-1956 or partnership Act-1932 or Proprietary or HUF.
Force Majeure	"Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances.
Indenter	"Indenter" means GM (NCR) or an officer authorized by him.
Non compliant	"Non compliant" means failure/refusal to submit documents required.
Non	"Non responsive" means failure to furnish complete information in a given

responsive	format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa;
Parties	"Parties" means the GM (NCR) and the Vendor and "Party" means either of the Parties.
MD, FDCM	Managing Director, FDCM having office at FDCM Bhavan, 359/B, Hingna Rd, Ambazari, Nagpur, Maharashtra 440036
DM	Divisional Manager of Chandrapur Region of FDCM
Registered	"Registered" means Indian registered Firm.
Site	"Site" means the Office of GM (NCR) and Nursery Locations as mentioned in Para 3: Scope of Work.
FDCM	"FDCM" shall mean Forest Development Corporation of Maharashtra and shall include its legal representatives, successors and permitted assignees.
FDCM Representative	GM (NCR) will be the representative of Forest Development Corporation of Maharashtra in respect of this tender and contract.
Vendor	"Vendor" means the successful bidder with whom the indenter enters into an agreement against this e-tender.

3. SCOPE OF CONTRACT

This Contract will be applicable for the office of the GM (NCR) or as directed by GM (NCR) in writing. The supply of Root trainer stands have to be made, as per list below:

Sr. No.	Name of Nursery	Division and their Headquarter	Quantity in numbers	Approx distance from Chandrapur
1	Lohara Nursery	West Chanda, Chandrapur	4674	7 km
2	Jharan Nursery	Central Chanda, Ballarshah	465	45 km
3	Velgur Nursery	Markanda, Ballarshah	2211	140 km
4	Malampalli	Pranhita, Allapalli	150	125 km
		Total	7500	

4. Contract Performance Guarantee

- a. After getting LoI the successful bidder shall have to furnish Contract Performance Guarantee for an amount of Rs.75,000/- in the form of Bank Guarantee Bond in given format in favor of GM (NCR), in addition to EMD, before signing the contract.
- b. The said Contract Performance Guarantee will be meant for due compliance, observance and performance of obligations on the part of the vendor as per terms and conditions governing the contract.

5. Concessions permissible under statutes

Bidder while quoting against this e-tender, must take cognizance of all concessions permissible under the statutes, failing which it will have to bear extra cost where vendor does not avail concessional rates of levies like customs duty, excise duty, GST etc. Office of GM (NCR) will not take responsibility towards this. However, FDCM may provide necessary assistance, wherever possible, in this regard.

6. Duration of the Contract

The CONTRACT shall remain valid for a period of six month from the date of signing the contract between Office of GM (NCR) and the Vendor. This period may be extended for 6 months on or before the expiry of the contract on mutual consent of both the parties.

However, contract may be terminated before contract period either by Office of GM (NCR) or by the Vendor following due procedures. If the Vendor leaves the contract without following due procedure, the performance bank guarantee will be invoked and forfeited to Corporation. Besides he will be liable for other appropriate action.

7. TERMINATION OF THE CONTRACT.

- a) The GM (NCR) reserves the right to terminate the contract by following due procedure in the event of one or more of the following circumstances:
 - i) Non supply of genuine material as approved.
 - ii) Breach of any of the terms and conditions of the tender.
 - iii) If the Vendor goes into liquidation voluntarily or otherwise.
 - iv) Deviation found in quality and quantity of the product supplied.
 - v) If any time it is found that during the process of award of tender, fraudulence was made by the bidder in getting the Contract.
- b) In addition to the termination of the Contract the Indenter reserves the right to

forfeit the Performance Bank Guarantee submitted (in form of Bank guarantee) by the Vendor.

- c) If, as a result of Force Majeure, the Vendor is unable to supply of material for a period more than 30 (Thirty) days.
- d) If the Corporation, in its sole discretion, decides to terminate this Contract, it may do so, by giving written notice of Fifteen (15) days to the Vendor.
- e) The Vendor may prefer an appeal against the order passed by the GM (NCR) before the MD (FDCM) within 15 days of issue of the order of termination and his decision shall be final and binding on both the parties.

8. QUALITY OF MATERIAL

- i) Only genuine parts/ equipments shall be supplied. Duplicate parts/ equipments will not be allowed and doing so will amount to violation of T&C of the Contract.
- ii) The Vendor shall be responsible for satisfactory quality of the equipments.

9. PAYMENT TERMS

- i) On receipt of the bills, the payment shall be made through account payee cheque or RTGS within 8 days. However, in case of non availability of grant, delay may be possible and for which no compensation or interest can be claimed by the Vendor.
- ii) TDS as per Rule will be deducted while making payments.

10. RESPONSIBILITIES OF THE VENDOR

- i) Timely supply of approved Root Trainer Stand under this Contract.
- ii) The Vendor shall be solely responsible for the quality of the material supplied and it will be obliged there upon to supply the same within given time period.

11. DOWNTIME PENALTY :-

- i) In case of inordinate delay in supplying the approved item, this office shall have every right to cancel the placed order for the material from the vendor(s), and got it supplied from the market at vendor's cost.
- ii) If subject to circumstances beyond control (Force Majeure), the Vendor fails to deliver the same in accordance with the conditions mentioned, the GM (NCR), shall have right,
 - a) To recover from the Vendor as agreed liquidated damages or by way of penalty as per terms & conditions.

- b) To purchase elsewhere, after giving due notice to the Vendor on the amount and at the risk of the Vendor.
- c) To terminate the contract.

12. PENALTIES

The performance Bank Guarantee furnished will be invoked by the GM (NCR) after following the due procedure and termination of contract on any of the following circumstances/reasons:

- i) Violation of any condition of the tender or
- ii) Deviation found in quality and quantity of the Root Trainer Stand supplied.
- iii) If it is found that during the process of award of tender, fraudulence was made by the bidder.

13. CONFIDENTIALITY

- i) The Vendor shall not divulge to any person, subsidiaries or groups of the Vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Vendor shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any, without notice to the Vendor and he shall be liable for further damages.

14. LIABILITY:

The Vendor shall be liable for any loss or damage to the specified items/equipment caused due to negligence of the Vendor during the contract period, the Vendor shall make good the loss or damage to the specified items/equipment caused, if any, during the course of supply.

15. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Chandrapur courts only.

Place :- Chandrapur

Date :

GM (NCR)
Office of General Manager, North Chandrapur Region
Rambag Forest Campus, Mul Road, Chandrapur 442401

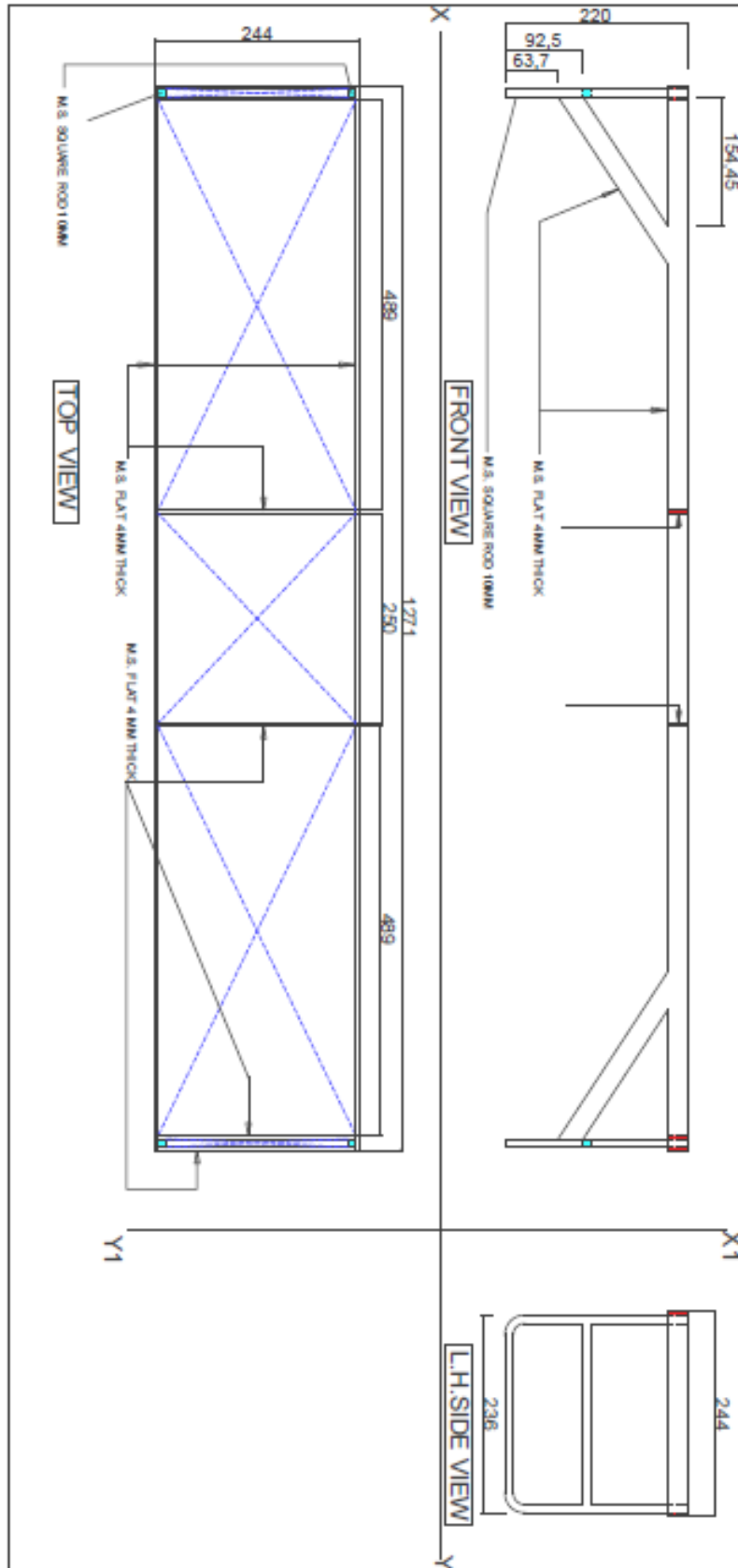
ANNEXURE-A

Supply of Root Trainer Stand

Sr. No.	Parameter	Specification	Compliance
1	2	3	4
	Root Trainer Stand	7500 NOS	
A	1. Weight of a root trainer stand	6.5 ±10% kg	
	2. Mild steel flat and Square bars	Conforming to MS Flat IS 2062, MS Bar IS 1732 Grade EN 8 quality under BIS mark certification scheme or better	
	3. Paint	Rust colour Rubber Paint	
	4. Finishing	No Burrs, all joints finished by grinding	
B	Tolerance	No more than 0.5% in dimensions (Drawing attached, dimensions in mm)	

Drawing with Dimensions

(Separately attached as pdf file to view dimensions)



ANNEXURE-B

Covering Letter for Technical Bid

To be submitted on Vendor's letterhead

To,

**GM (NCR),
North Chandrapur Region, FDCM
Rambag Forest Colony, Mul Road,
Chandrapur, Maharashtra 442401**

Subject: Purchasing Root Trainer Stand for the Year 2018-19.

Reference: Tender Ref. No. **GM/NCR/Store/CR133/18-19/2783 dated 28/1/2019.**

Sir,

In response to the tender, dated 28/1/2019 issued by GM (NCR) on behalf of the Forest Development Corporation of Maharashtra Limited, we offer our Proposal to participate in the bidding process for supply of "Root Trainer Stand".

Having examined the TENDER Documents including Addenda/Amendments to the above, for the execution of the above Contract, we the undersigned take the responsibility of Supply of Material in accordance with terms and conditions of the Contract and in documents comprising the TENDER.

In the capacity of the Applicant for the Contract, we declare that we are capable to supply Root Trainer Stand mentioned in (Annexure-A) and are interested in the Contract after being successful in the tender process.

We have paid the Tender Fee and Earnest Money Deposit through Net-Banking amounting to Rs.1,000 and Rs.25,000 respectively, as required.

We are also enclosing Power of Attorney for the person who is signing the bid.

If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience of the firm/consortium taken together (if partnership has been entered into) as specified in the Tender document. We understand that the basis for our qualification will be based on Technical Qualification criteria, and that any circumstance affecting our continued eligibility under the TENDER, or any circumstance which would lead or have lead to our disqualification under the TENDER, shall result in our disqualification under this process.

We agree to abide by this bid for 180 days from the last day of submission of the bid and the same shall remain binding upon us and may be accepted at any time before the expiry

of that period. If requested to extend the period of validity for a specified additional period, we understand that no change in the bid will be allowed for such extension.

We declare that we have disclosed all material information, facts and circumstances to the Forest Development Corporation of Maharashtra Limited, which would be relevant to and have a bearing on the evaluation of our Technical Bid and selection.

We acknowledge and understand that in the event that the Forest Development Corporation of Maharashtra Limited discovers anything contrary to our above declarations; they are empowered to forthwith disqualify us and our Technical Bid from further participation in the process.

We declare that supply will be made during the Contract period strictly in accordance with the technical specifications of the material and other tender conditions.

We certify that whatever information submitted by us and declared by us is true to the best of our knowledge. We shall be liable for disqualification or termination of contract at any stage, if any information/ declaration is found incorrect or false submission.

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

We understand that you are not bound to accept any/all Proposal(s) you receive.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory

Strike out as applicable

Power of attorney to be enclosed

(Company's /Firm's Seal)

ANNEXURE-C

PERFORMANCE BANK GUARANTEE

To be executed on Stamp Paper of Rs. 100/- (Rs. One hundred only)

[Date]

**To,
GM (NCR),
North Chandrapur Region, FDCM
Rambag Forest Colony, Mul Road,
Chandrapur, Maharashtra - 442401**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Supply of Root Trainer Stand in 2018-19.

WHEREAS

M/s. (Name of the Vendor), a company registered under the Companies Act, 1956/ Partnership Act 1932/The Maharashtra Shop and establishment Act, 2017 having its registered office at (address of the Vendor), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with GM (NCR) representing Forest Development Corporation of Maharashtra Limited for supply of Root Trainer Stand.

This Performance Bank Guarantee will be for an amount of Rs 75,000 (Seventyfive Thousand), which shall be submitted by the Vendor upon signing the contract. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the Vendor. The performance bank guarantee may be discharged/returned by Forest Development Corporation of Maharashtra upon being satisfied that there has been due performance of the obligations of the Vendor under the contract. However, no interest shall be payable on the performance bank guarantee.

Vendor will be disqualified if he fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 7 working days of the date of notice of award of contract or within such extended period, as may be specified by the Forest Development Corporation of Maharashtra Limited.

We _____ (name and address of the bank) are aware of the fact that as per the terms of the contract, M/s. (name of the Vendor) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR Rs.75000 (Seventyfive Thousand).

We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any

demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.75,000 (seventyfive Thousand).

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, _____
(name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby undertake the amounts due and payable under this guarantee and agree to pay you forthwith on demand of such sum/s not exceeding the sum of INR Rs.75,000 (Seventyfive Thousand rupees) without any demur merely on demand from Forest Development Corporation of Maharashtra Limited stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Forest Development Corporation of Maharashtra by reason of any breach by our constituent of any of the terms or conditions in the said Contract or by reason of our Constituent failure to perform the said Contract.

We undertake to pay to the Forest Development Corporation of Maharashtra any money so demanded notwithstanding any dispute or disputes raised by our constituents in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and our constituent shall have no claim against us for making such payments.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee (PBG) shall continue and hold good till the completion of one month from the date of signing the contract. The PBG shall be extended automatically in case of any delayed / extended in project implementation / go-live and such extended period shall be equal to the period for which project go-live has been delayed / extended.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion one month from the date of signing the contract

or any extended period due to delayed / extended in go-live of the solution for the total solution as per said Contract.

In case the project is delayed / extended beyond the project schedule as mentioned in this TENDER, for the reasons attributable to the Vendor, the performance bank guarantee shall be accordingly extended by the Vendor for the duration equivalent to the delayed / extended caused in the project.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demurrages.

We hereby expressly waive all our rights to pursue legal remedies against Forest Development Corporation of Maharashtra.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

All rights of Forest Development Corporation of Maharashtra under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the Forest Development Corporation of Maharashtra brings any suit or section to enforce a claim under this guarantee against the Bank from the above mentioned date or from the extended date.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR Rs.75,000 (Seventyfive Thousand rupees) and shall continue to

exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We also agree that Forest Development Corporation of Maharashtra at its option shall be entitled to enforce this guarantee against the Bank's Principal debtor, in the first instance without proceeding against the Contractor and the notwithstanding any security or other guarantee that Forest Development Corporation of Maharashtra may have in relation to the Contractor's liabilities.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire period of this guarantee.

Notwithstanding anything contained herein:

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Forest Development Corporation of Maharashtra under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Contract have been fully and properly carried out by the our constituents and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before then we shall be discharged from all liability under this guarantee thereafter.

We further agree with the Forest Development Corporation of Maharashtra that the Forest Development Corporation of Maharashtra shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by our Constituent from time to time or to postpone for any time or from time to time any of the powers exercisable by the Forest Development Corporation of Maharashtra against our Constituent and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to our Constituent or for any forbearance, act or omission on the part of the Forest Development Corporation of Maharashtra or any indulgence by the Forest Development Corporation of Maharashtra to our Constituents or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. Our liability under this Performance Bank Guarantee shall not exceed INR Rs.75,000(Seventyfive Thousand rupees);

This Performance Bank Guarantee shall be valid only up to 20 months from the date of signing the contract or any period extended; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand within 20 months (Date i.e. 20 months from the date of signing the contract or any period extended by Forest Development Corporation of Maharashtra).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled. Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are that this guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

We lastly undertake not to revoke this guarantee during its currency except with the prior consent of the Forest Development Corporation of Maharashtra in writing.

Dated this day 2019

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

ANNEXURE-D

Format for POWER OF ATTORNEY

(To be executed on a non – judicial stamp paper of appropriate value as per the stamp duty laws, relevant to the place of execution)

Power of Attorney to be provided by the Firm in favor of its representative as evidence of authorized representative's authority.

Know all men by these presents, We [●] (name and address of the registered office of the Service Provider or Lead Member of the Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms [●] (name and residential address) who is presently employed with us and holding the position of [●] as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for supply of Root Trainer Stand.

In response to the TENDER dated [●] issued by The Forest Development Corporation of Maharashtra (FDCM), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, power of attorney in favor of the lead member, guarantees or any other document which the FDCM may require us to submit. The aforesaid attorney is further authorized for making representations to and providing information/ responses to the FDCM, representing us in all matters and generally dealing with the FDCM in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the TENDER.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the TENDER.

Signed by the within named [●] [Insert the name of the executants company] through the hand of Mr. [●] duly authorized by the Board to issue such Power of Attorney

Dated this[●]day of[●]

Accepted

[●] Signature of Attorney (Name, designation and address of the Attorney)

Attested

[●] (Signature of the executants) (Name, designation and address of the executants)

[●] Signature and stamp of Notary of the place of execution

Common seal of [●] has been affixed in my/ our presence pursuant to Board of Director's Resolution dated [●].

WITNESS

1.[●] (Signature)

Name [●]

Designation [●]

2. [●] (Signature)

Name [●]

Designation [●]

Notes:

(1)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 (s).

(2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a Notary public of the jurisdiction where it is executed.

(3) Also, the executants (s) should submit for verification the extract of the charter documents and documents such as a Board resolution /power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants (s).

ANNEXURE-E

Documents Required in Technical Bid and their compliance

Sr. No.	Documents Required for Technical Bids	Compliance (Yes/ NO)
1	Technical Bid Cover Letter (Annexure-B), certifying the validity period of the rate quoted	
2	Compliance of specification (Annexure – A) of the product offered	
3	In support of 1 year experience in the last 3 years, copies of Purchase/ Supply order and letter of successful completion of Iron Fabrication to the concerned organization (Government / Semi-Government / PSU / Reputed Company) of the value adding to 5 lakhs in a year Or delivering/constructing structures having Iron Fabrications and value of those fabrications are no less than Rs 5 lakhs in a year of the last 3 years (i.e. from 2016-17 to 2018-19).	
4	Firm Registration certificate. If it is a company, then a copy of bye-laws/Article of Association.	
5	Document supporting own shop in Nagpur region and a copy of its registration.	
6	Income tax return	
7	Balance sheet showing turnover with Profit & loss Account of last year in support of being profit making firm.	
8	Copy of GST registration certificate.	
9	Power of Attorney executed by the firm in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this e-Tender. (Annexure-D)	
10	An affidavit verifying that the firm is not black listed, if it is so.	
11	Signed Copy of TENDER.	
12	General information about the Bidder (Annexure- F)	

Annexure-F

DETAILS OF BIDDER

Sr. No.	Item	Details
1.	Name of the Firm	
2.	Mailing Address	
3.	Telephone , Fax numbers & e-mail address	
4.	Constitution of the Firm	
5.	Name of the Proprietor, PAN number Mobile No.	
6.	GST registration No. with validity	
7.	TAN registration No.	
8.	Valid Income tax certificate attached?	
9.	Brief description of shop/establishment	
10.	Actual contract value with any Government department or private organization under taken during last 3 yrs. For the supply of Iron Fabrications 2016-17 2017-18 2018-19	
11.	Turn over during last three years. 2016-17 2017-18 2018-19	
12.	Profit in last three years 2016-17 2017-18 2018-19	

**Seal and signature
of Bidder**

Date- / /2018

Annexure-G

BoQ (Bill of Quantity)

Sr.No	Specification	Rate per item (in INR)	Total No of Root Trainer Stand	Total Amount (In Number and Words)
1	As given in Annexure A		7500	

Annexure-H

DRAFT AGREEMENT FORM

1.0 THIS AGREEMENT made this (date) day of (month), 2019 BETWEEN THE FOREST DEVELOPMENT OF MAHARASHTRA through GM (NCR) exercising the executive power of the Corporation of Maharashtra hereinafter referred to as the "Corporation" (which expression shall, unless the context does not so admit include his successors, and assigns) of the One Part

AND

Shri./ Smt./ Kum. (name of signing person) son/ wife/ daughter of (name of father/husband/father) of (name of place of residence) residing at (detailed postal address) carrying on business in partnership of ----- in the firm, name and style of ----- at -----
- /* ----- of limited, a firm / Company registered under the Companies Act, 1956* (I of 1956) /* The Indian Companies Act, 1913 (VII of 1913)/ Partnership Act 1932/The Maharashtra Shop and establishment Act, 2017 and having its registered office/shop at -----
----- * and having Permanent Account No. _____ dated _____ under sub section (4) of section 139-A of Income Tax Act 1961 issued by Income Tax Officer which was submitted along with the form of offer. (Hereinafter referred to as "Vendor") (which expression shall, unless the context does not so admit, include his heirs, executors and administrators/the survivors or survivor of them, the heirs, executors and administrators of the last survivor/* the partners for the time being of the said firm/ its successors and his/their/its permitted assignees) of the Other Part.

(* Delete whichever is not applicable).

2.0 WHEREAS the Corporation invited e-tender from eligible bidders for selection of Bidder for Supply of Root Trainer Stand for the year 2018-19 vide Tender (TENDER) Ref. No. GM/NCR/Store/CR / dated 28/1/2019 issued by the GM (NCR), FDCM.

3.0 AND WHEREAS, pursuant to the said Tender dated 28/1/2019, the Vendor has submitted his bid in the prescribed form as required by the Corporation which was opened on _____.

4.0 AND WHEREAS, the Corporation vide its letter **No. _____ dated _____** has accepted the offer submitted by the Vendor on the said Terms and Conditions of Tender and Terms and Conditions of Contract hereto annexed and which form part and parcel of this Agreement as well as the Terms and Conditions hereinafter appearing.;

5.0 AND WHEREAS, prior to the agreement the Vendor has pursuant to the Terms and Conditions of the Contract deposited with the Corporation Contract Performance Guarantee of Rs.75000/- (Rupees seventyfive Thousand only) in the form of B.G. for due compliance with and the observance and performance of the Contract by the Vendor.

6.0 AND WHEREAS, as per the Terms and Conditions of Contract the Vendor whose aforesaid offer has been accepted by the Corporation is required to execute an Agreement within Seven days from the date of issue of letter of acceptance in his favor or within such extended period as specified therein being in fact these present.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS—

1. The Vendor has accepted the contract on the terms and conditions set out which will hold good during period of this contract.
2. If the Vendor or his authorized representative commits a breach of any of the terms and conditions of this Agreement, the Vendor shall be responsible for it and appropriate action shall be initiated against the firm.
3. The action on breach of terms and conditions of the contract will initiated by the GM (NCR).
4. This Contract shall remain in force for 6 months from the date of signing or the extended date sanctioned by GM (NCR).
5. **SCOPE OF WORK:**
 - i) The tender is meant for purchasing of Root Trainer Stand for their operation in the forest area of FDCM. However, GM (NCR) reserves the right to increase the scope of supply in other Offices of Corporation in Vidarbha. It will be binding on the successful bidder to comply with the decision taken by the GM (NCR).
 - ii) The number indicated in the list of Root Trainer Stand may vary (increase / decrease) and so rate may please be quoted for each item.

6. **Duration of the Contract**

The CONTRACT shall remain valid for a period of 6 months from the date of signing the contract between Forest Development Corporation of Maharashtra and the Vendor. This period may be extended for 6 months on or before the expiry of the contract on mutual consent of both the parties.

However, contract may be terminated before contract period either by Office of GM (NCR) or by the Vendor following due procedures. If the Vendor leaves the contract without following due procedure, the performance bank guarantee will be invoked and forfeited to Corporation. Besides he will be liable for other appropriate action.

7. **TERMINATION OF THE CONTRACT**

- a) The GM (NCR) reserves the right to terminate the contract by following due procedure in the event of one or more of the following circumstances:
 - i) Non supply of genuine material as approved.
 - ii) Supply of Root Trainer Stand beyond 24 hrs without obtaining extension.
 - iii) Breach of any of the terms and conditions of the tender.
 - iv) If the Vendor goes into liquidation voluntarily or otherwise.
 - v) Deviation found in quality and quantity of the product supplied.
 - vi) Any time if it is found that during the process of award of tender, fraudulence was made by the bidder in getting the Contract.
 - vii) If the Vendor goes into liquidation voluntarily or otherwise.

- b) In addition to the termination of the Contract the Indenter reserves the right to forfeit the Performance Bank Guarantee submitted (in form of Bank guarantee) by the Vendor.
- c) If, as a result of Force Majeure, the Vendor is unable to supply of material for a period more than 30 (thirty) days.
- d) If the Department, in its sole discretion, decides to terminate this Contract, it may do so, by written notice of Fifteen (15) days to the Vendor.
- e) The Vendor may prefer an appeal against the order passed by the GM (NCR) before the MD (FDCM) within 15 days of issue of the order of termination and his decision shall be final and binding on both the parties.

8. RESPONSIBILITIES OF THE VENDOR

- i) Timely supplying of Root Trainer Stand to the sites as indicated under this Contract.
- ii) The Vendor shall be solely responsible for the quality of the material supplied.
- iii) The Contract shall cover all the items/equipments as mentioned in Annexure 'A' and it will be obligatory upon the vendor to supply the same within given time period.
- iv) GM (NCR) reserves the right to discontinue the Contract.

9. DOWNTIME PENALTY :-

- i) In case of inordinate delay in supplying the approved Root Trainer Stand, this office shall have every right to recall the purchase order of the material from the vendor(s), and got it supplied from the market at vendor's cost.
- ii) If subject to circumstances beyond control (Force Majeure), the Vendor fails to deliver the material in accordance with the conditions mentioned, the GM (NCR), shall have right,
 - a) To recover from the Vendor as agreed liquidated damages or by way of penalty as per terms & conditions.
 - b) To purchase elsewhere, after giving due notice to the Vendor on the amount and at the risk of the Vendor.
 - c) To terminate the contract.

10. PENALTIES

The performance Bank Guarantee furnished will be invoked by the GM (NCR) after following the due procedure and termination contract on any of the following circumstances/reasons:

- i) Violation of any condition of the tender or
- ii) Deviation found in quality and quantity of the Root Trainer Stand supplied.
- iii) If it is found that during the process of award of tender, fraudulence was made by the bidder.

11. CONFIDENTIALITY

The Vendor shall not divulge to any person, subsidiaries or groups of the Vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Vendor shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any, without notice to the Vendor and he shall be liable for further damages.

12. **LIABILITY:**

The Vendor shall be liable for any loss or damage to the specified items/equipments caused due to negligence of the Vendor during the contract period, the Vendor shall make good the loss or damage to the specified items/equipments caused, if any, during the course of supply.

13. **RESOLUTION OF DISPUTES :**

The indenter and the Vendor shall make every effort to resolve dispute in connection with the contract, if any, amicably and through direct informal negotiation. In case of non resolution of dispute, the aggrieved party may prefer an appeal against decision of the GM (NCR) within 15 days of the receipt of the letter of decision to the MD (FDCM). The decision of the MD (FDCM) will be final and binding on both the parties.

14. **LEGAL JURISDICTION**

All legal disputes are subject to the jurisdiction of Chandrapur courts only.

WITNESS WHEREOF, The Forest Development Corporation of Maharashtra has caused the concerned General manager to set his hand and affix his official seal hereto for and on his behalf and the Vendor above named has hereto set his hand the common seal of the Vendor has been here unto affixed the _____ (day) _____ (month) 2019 first herein above written.

SIGNED, SEALED AND DELIVERED BY

1.0 General Manager (North Chandrapur Region),

for and on behalf of the Forest Development Corporation of Maharashtra

In the presence of :

(1)

(2)

SIGNED AND DELIVERED BY:

2.0 Shri / Shrimati _____

for and on behalf of M/s _____ as Vendor within named.

In the presence of:

(1)

(2)