

THE JUTE CORPORATION OF INDIA LIMITED (JCI)

(A GOVERNMENT OF INDIA ENTERPRISE / MINISTRY OF TEXTILES)

Head Office

15N, Nellie Sengupta Sarani HUDCO Building, 7th Floor Kolkata – 700 087

CIN: U17232WB1971GOI027958

INVITES TENDER

FOR

SUPPLY OF JUTE SAPLING BAG



IMPORTANT DATES

Tender No.: JCI/MKTNG-JDPs/ JUTE SAPLING BAG -02/ 2020-2021 Dated: 01.07.2020

Last Date of Submission of Tender: - 2.00 p.m. at JCI Head Office

- 1. The Jute Corporation of India Ltd. Address: 15N, Nellie Sengupta Sarani, Kolkata-700087, A Govt. of India Enterprise / Ministry of Textiles, hereby referred as the "Corporation" invites sealed tenders from manufacturers / Jute Mills hereby referred as the "Suppliers/Tenderers" for supply of Jute Sapling Bag, within stipulated date and time as mentioned in the tender schedule. The tender documents along with its accompanying terms and conditions can be downloaded from the website of the Corporation www.jutecorp.in
- 2. Any amendment /corrigendum in the above would be hosted on the website www.jci.gov.in

TENDER SCHEDULE FOR SUPPLY OF JUTE SAPLING BAG

Last date for receipt of tenders for technical bid & financial bid	16.07.2020 up to 2.00 PM
Date for opening of Technical bid	16.07.2020 at 3.00 PM
Date for opening of Financial bid	17.07.2020 at 3.00 PM

3. Specification of Jute Sapling Bag

Quantity of Sapling required: 5 lakh pcs

Specification of Sapling Bag: (a) Size- 9" x 6"; (b) Cloth- Jute Hessian Fabric 272 gsm; (c) Hem stitch.

4. Procedure of Tender Submission

The tenderers should submit sealed offer in a manner as mentioned below:

Envelope super scribed "<u>Tender for Supply of Jute Sapling Bag</u>" which will also contain **Envelope No.1 (Supporting documents of Qualification Criteria, EMD)** & Envelope No. 2 (Financial Bid) into the drop box placed at JCI HO, 15N, Nellie Sengupta Sarani, 7th Floor, HUDCO Building, Kolkata – 700087

5. QUALIFICATION CRITERIA

For above business opportunities basic qualification criteria are as follows

- (a) Suppliers must have monthly production capacity of minimum 10 Lakh pcs of Jute Sapling Bag of any variety. Self-declaration of the same on company's letter head would require.
- (b) License and Registration: Suppliers must have valid registration for manufacturing of



various jute items. A copy of the same would require with the Tender application form.

- (c) Statutory Requirements: Suppliers must have valid GSTIN registration, PAN and upto date Income Tax (IT) return of preceding 3 years. Copies of all mentioned documents would require with Tender Application form.
- (d) The supplier must produce Annual report of last 3 years.
- (e) The tenderer should submit the profile of the Company.

6. TERMS & CONDITIONS

- (a) **RATE**: Rate should be quoted per unit of jute sapling bag ex-factory basis. Taxes as applicable are to be charged extra. The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, insurance, packing materials during the contract period. Regarding Validity of rates, the supplier shall keep their rates open for 10 days from the date of opening of the financial bid and thereafter for the duration of the agreement (2 months).
- (b) **EARNEST MONEY DEPOSIT (Envelope No. 1):** The bidder has to deposit an amount of INR 10000/- (Ten Thousands Only) in the form of Demand Draft drawn in favor of The Jute Corporation of India Ltd., payable at Kolkata at the time of submission of Tender Document failing which their offers will be summarily rejected.
- (c) **SECURITY DEPOSIT**: The successful tenderer has to deposit Rs. 100000/ as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within 7 days from the date of accepting of the tender and also enter into an Agreement for supply of the material as per supply schedule. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period.
- (d) **DELIVERY PERIOD**: The supplier shall supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule indicated in the Purchase Order.

(e) **DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE**:

- (i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract.
- (ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.
- (iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the



sole discretion of the Corporation.

- 1. The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the materials, which are not connected with the Corporation.
- 7. <u>DEFAULT TO SUPPLY AS PER SPECIFICATIONS</u>: In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation. The Committee will draw the sample from the supplied quantity at random and they will sign on the sample yarn and send the same for testing to the Government authorized laboratory. After obtaining the results, if the yarn is not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the Chairman cum Managing Director of the Corporation is final and both the parties shall be bound by the same.
- 8. <u>DURATION OF THE AGREEMENT</u>: This agreement will be in force for a period of 2 months from the date of signing of the agreement or concluded only when the entire supplies are completed as per purchase order or delivery schedule and payment whichever is earlier. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement.
- 9. DOCUMENTS FORMING PART OF THE AGREEMENT: The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance and Purchase Order to be issued shall form part of the Agreement and the parties hereto agree to abide by the said terms and conditions.
- 10. <u>TERMS OF PAYMENT</u>: Payment shall be made within 10 working days after receipt of bills in duplicate with copy of challan and supporting documents applicable (If any). Estimated time for certification by user department in satisfactory receipt of materials and release of payment by Finance to supplier will be 3 working days and 7 working days respectively. These documents should be submitted within period of 1 week of completion of supplies. Payment of all the bills shall be made direct in the form of RTGS to suppliers bank A/C.
- 11. <u>SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT</u>: The supplier shall make every effort to resolve any issue amicably through direct informal negotiation, and in the event of non-settlement of any issue despite attempt(s) of negotiation being made, the matter shall be referred to Arbitration as per procedures stipulated in Arbitration and Conciliation (Amendment) Act 1996.
- 12. **COURTS OF JURISDICTION**: The supplier here to expressly agree that only the Courts at



Kolkata shall have jurisdiction in respect of any matter arising out of this Agreement.

- 13. **PRE-DISPATCH INSPECTION**: The Sapling Bag will be subjected to pre-dispatch inspection by the representatives of Corporation or Authorized Agency appointed by the Corporation may be conducted at mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.
- 14. The supplier shall be bound to execute any excess quantities to a maximum of 10% of the total value of works in the duration of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease up to 10% of the quantities notified in the Agreement depending upon the actual requirement within 10 days' notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, packing material, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.
- 15. The validity of the Tender may be further extended on mutual consent for a period of 2 months from the date of expiry of the agreement.

PLACE OF DELIVERY: In Canning of South 24 Parganas of West Bengal.



ANNEXURE - A

- 1. Tenderers must fill in their rates in company letter head and return it duly signed in token of their acceptance of the conditions laid down herein.
- 2. Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders.
- 3. Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Kolkata payable in favour of The Jute Corporation of India Limited. All offers without earnest money will be rejected. Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- 4. The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 5. Corporation reserves the right to get the manufacturing capacity of all firms-verified irrespective of the registration status.

ACCEPTANCE OF TENDERS

- 6. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 7. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 8. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 9. Successful tenderers shall execute a contract in accordance with these terms and conditions.

OTHER CONTRACTUAL OBLIGATIONS:

- 10. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. The Jute Corporation of India Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 11. The supplier shall not sublet or delegate this contract or part thereof without the written consent of Corporation.
- 12. The supplier shall keep confidential all matters concerning this contract and comply with all



reasonable security requirements.

13. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect on this contract in any manner unless it is signed by the Officer, who has signed the contract.

FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY:

- 14. In case the selected tenderer does not supply the sapling bag at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 15. Earnest Money of the unsuccessful tenderers shall be refunded within 3 days from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.



ANNEXURE - B

SPECIAL INSTRUCTIONS FOR GUIDANCE OF THE TENDERERS:

- 1. The tender must be signed by a person competent to sign such document and should be duly witnessed.
- 2. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
- **3.** Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalization of the tender.
- **4.** The rates quoted in all cases must be firm.
- **5.** Price quoted should be strictly in accordance with the Units specified other-wise quotations are liable to be passed over.
- **6.** The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
- 7. The Tender must be accompanied with one sample bag as per given specifications.
- 8. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
- **9.** The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
- **10.** The DD is to be sent with a covering letter in a separate cover duly super-scribed with details.
- **11.** FINANCIAL BID (To be submitted in Company Letterhead in Envelope 2)

DETAILS OF JUTE SAPLING BAG	PRICE (INR)PER UNIT Ex- FACTORTY: - (EXCLUDING TAX AS APPLICABLE)



FOR ANY CLARIFICATIONS ON SUBMISSION OF TENDER

Please Contact

Addl. Manager (O&M)
The Jute Corporation of India Limited
15N, Nellie Sengupta Sarani
Kolkata - 700087
India

E-MAIL: sm.om.bnb@jcimail.in, pk.sakarwar@jcimail.in