Form Fee Rs. 2200/-

E - Tender

GOVERNMENT OF MAHARASHTRA
MAHARASHTRA PRISON DEPARTMENT
KOLHAPUR CENTRAL PRISON,
KALAMBA, KOLHAPUR

Kolhapur Ph-0231- 2324321 / 2324219

INVITATION FOR BIDS FOR SUPPLY OF

2/40^{S} POLYESTER COTTON YARN
(P.C. YARN)

ISSUING OFFICE:

Superintendent,
Kolhapur Central Prison,
Kalamba, Kolhapur

Ph. No. ï (0231) 2324321/2324219
Web - http://mahaprisons.gov.in
Email – kolhapurcp-mh@gov.in
kolhapurprion@gmail.com

GOVERNMENT OF MAHARASHTRA

MAHARASHTRA PRISON DEPARTMENT

KOLHAPUR CENTRAL PRISON, KALAMBA, KOLHAPUR

Ph. No. ï (0231) 232431/2324219

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E-Tender Notice

Superintendent, Kolhapur Central Prison, Kalamba, Kolhapur ï 416007, Government of Maharashtra invites online tenders for Prison Industries for the financial year 2018-19 on Government of Maharashtra Electronic Tender Management System http://mahatenders.gov.in from reputed manufactures of through their authorized manufacturer/ dealer/stockiest/retailer for supply of following items.

The details can be viewed and downloaded online directly from the Government of Maharashtra e- tendering Portal http://mahatenders.gov.in

Sr. No.	Name of item	Estimated Quantity in Kgs. (Appr.)	Earnest Money in (Rs.)	Time limit for Supply in days	Cost of tender form (Rs.)
1	2/40 Polyester Cotton Yarn (P.C.Yarn)	2,800 Kgs	11,000/-	60 days	2,200/-

For more details on the tender and bidding process you may please visit the above mentioned portal.

Period of download of bidding document	From 11/05/2018 To 19/05/2018	Time 13.00 Hrs. Time 17.30 Hrs
Last date and time for online bid preparation and submission (technical & financial)	On 19/05/2018 @ 17.30 Hrs.	
Pre bid meeting time & place	On 14/05/2018 @ 11.30 Hrs. Kolhapur Central Prison, Kalamba, Kolhapur	
Place, Time and date of Opening Technical & Financial bids if Possible.	21/05/2018 Kolhapur Central Prison, Kalamba, Kolhapur	Time 11.30 hrs.

NOTE:-

1) All eligible/interested authorized manufacturer/dealer/stockiest/retailer are mandated to get enrolled on E procurement system of Government of Maharashtra on website http://mahatenders.gov.in

2) Online tenders are invited in 'Two Envelope System' (Technical Bid & Commercial Bid)

3) The tender fee and the Earnest money deposit are to be paid online through Online Banking. Tenderer should note that, if the Tender form Fee and or EMD of any tenderer is not reflecting by online payment gateway on Tender Opening Date, is liable for REJECTION without any reason.

4) Online Bids will be opened as per the tender schedule, in the presence of such intending tenders or his/their authorized representative who may be present at that time.

3) Undersign reserves right to reject any or all tenders without giving any reason.

4) It is mandatory for manufacturer/dealer/stockiest/retailer to submit all the documents are required in connection with this online tender otherwise Envelope No.2 shall not be opened.

5) The offer shall remain open for acceptance for minimum period of 15 days from the date of opening of Envelope No.2.

6) The tender fee once paid will not be refunded in any circumstances.

7) The Tenderer should invariably quote a list of documents enclosed with the tender and the authorized person should duly sign the list.

8) Other tenders and conditions can be seen in tender document.

Place : Kolhapur

Date : 11/05/2018

Sd/-
Superintendent,
Kolhapur Central Prison,
Kalamba, Kolhapur

MODE OF SUBMISSION OF TENDER:

1. The bidders are required to submit duly filled Technical Bid and financial Bid **online only.** The bidder will be shortlisted on the basis of their competence after opening **the Technical Bid.** The financial bid of only those bidders who are short listed on the basis of online technical bid will be opened and the bid with lowest quotation amongst the open bids will normal be approved.
2. The tender will be opened as per online schedule. (As possible)
3. Superintendent, KCPK reserves the right to postpone / and / or extend the date of receipt, opening of bids or to withdraw the same without assigning any reason thereof.
4. The tenderer are required to submit the bids only after satisfying each and every condition laid down in the terms and conditions.

Note - The tenderer should quote their rates considering the GST and all other applicable taxes & Charges etc.

TECHNICAL BID:

This Online Envelope No. 1 **Technical Bid** should contain scanned copy of following original documents with Forwarding Letter on Letter pad (Upload scanned copy) containing Index of attached documents with page no. as mentioned below.

INDEX

Sr. No.	Details of document
1.	Scanned Copy of receipt of Online Payment of Tender Fee made through online banking
2.	Scanned Copy of receipt of Online Payment of Earnest Money Deposit made through online banking
3.	Scanned from original PAN card copy
4.	Scanned copy of affidavit/ Self Declaration in respect of geniuses of documents contained in the Envelope No.1 in the prescribed format (Prescribed format is given in the Tender Notice).
5.	GST Registration Certificate
6.	GST Clearance Certificate up to Mar-2018 of Unit or valid certificate for exemption of Sale Tax. For Maharashtra Form 415 and for other state as applicable
7.	Income Tax return for the Financial year 2014-15, 2015-16 & 2016-17
8.	Valid Registration certificate under Maharashtra Shops and Establishment Act 1948. (Photocopy Of Registration certificate under Mumbai Shop & Est. Act 1948 updated as on.)
9.	Information about Annual Turnover of the firm/Proprietor last 3 years (2015-16, 2016-17 & 2017-18) certified by Chartered Accountant.
10.	Details regarding participations of such Tender Enquiry or previous experience in the past, if any
11.	Names of partners of the firm and details of other firms owned by the proprietors
12.	Any document showing or mentioned starting date of the firm. Declaration of starting date of the firm on letter head will be accepted
13.	Tenderer must attach authorization letter from manufacturer (dealer/supplier) valid for the period of the tender

14.	If item is under Rate Contract, rate contract copy should be attached. If there is no rate contract mention it accordingly
15.	Tenderer must attach stamped & signed tender form/notice which contains all the terms & conditions
16.	The Tenderer shall attach a copy of the power of attorney in respect of the person/s who attend/s Kolhapur Central Prison, Kalamba for tender opening further follow up work and also who is authorized to sign tenders agreements and other relevant documents.
17.	Any other documents

Note: **All the scanned copies of certificates uploaded with e-Tender should be original. If Xerox copies uploaded then those should be self attested and provide original copies at the time of scrutiny**

At the time of TENDER SCRUTINY, Department Officials may ask tenderer to provide Original Documents for Scrutiny. If Tenderer fails to provide documents within specified period, Department reserves the right to declare such tenderer as NON RESPONSIVE & may reject such bid out rightly

TENDERING PROCEDURE:-

The whole Tendering process will be followed as per guidelines of Government of Maharashtra G.R. of Industry, Energy and Labour Department No.Bhankhasha-2014/S.No.82/Part-III/Industry-4 Dated 1st December 2016 and other applicable rules and directions.

1.1 Blank Tender Forms. :-

Tender forms can be purchased from the e-tendering portal of Government of Maharashtra i.e. http://mahatenders.gov.in after payment of tender fees via online banking as per the Tender Schedule.

1.2 PRE-TENDER CONFERENCE :-

1.2.1 Tenderer may raise any points regarding the works Online, using post query option for the tender on e-tendering portal on or in the pre-tender conference to be held in the office of the Kolhapur Central Prison, Kalamba, Kolhapur on date 14/05/2018 at 11:30 Hrs. The reply to the same shall be uploaded by the Consultant and Supdt. Kolhapur Central Prison, Kalamba, Phone No.(0231) ï 2324321, 2324219. Pre-conference is open to all prospective tenders who have downloaded tender form before the date of Pre-tender Conference wherein prospective Tenders will have an opportunity to obtain clarifications regarding the work and the Tender Conditions.

1.2.2 The prospective tenders are free to ask for any additional information or clarifications either in writing concerning the supply, and the reply to the same shall be uploaded on the portal http://mahatenders.gov.in and this clarifications referred to as Common Set of conditions/ deviations (C.S.D), shall form part of tender documents and which will also be common and applicable to all tenders. The point/ points if any raised online by the Tenderer in pretender conference and not finding place in C.S.D. issued after the pre-bid conference, is/ are deemed rejected, In such case the provisions in NIT shall prevail, No individual correspondence will be made thereafter with the Tenderer in this regard.

1.2.3 The tender submitted by the tenderers shall be based on the clarification, additional facility offered (if any) by the KCPK, and this tender shall be unconditional, Conditional tenders shall be summarily REJECTED.

1.2.4 All tenders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. In Cover No.2 (Financial Bid) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

1.3 Tenders should have valid Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to http://mahatenders.gov.in and follow the procedure mentioned in the document Procedure for application of Digital Certificate.

1.4 Tenders should install the Mandatory Components available on the Home Page of http://mahatenders.gov.in under the section **"Mandatory Components"** and make the necessary Browser Settings provided under section **"Internet Explorer Setting"**

2. Pre-requisites to participate in the Tenders processed by KCPK

1. Enrolment and Empanelment of Contractors on Electronic Tendering System:

The Tenderers interested in participating in the Tenders of KCPK processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

The Tenderers may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site http://mahatenders.gov.in

Obtaining a Digital Certificate:-

The Digital Certificates are issued an approved Certifying Authority authorized by the Controller or Certifying Authorities of Government of Indian through their Authorized representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data/ information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data/ information and sign the hash value during the Bid preparation and hash submission stage. In case during the process of preparing and submitting a Bid for a particular tender, the Tenderer loses his/ her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his/ her Digital certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/ power of attorney to that user to submit the Bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in same form is required to authorize) to use the digital certificate as per Indian information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the authority user to bid on behalf of the firm for the tenders processed on the Electronic Tender management System of Government of Maharashtra as per Indian information Technology Act, 2000. The digital signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or sub certifying Authority, if the Authorized users changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The Same procedure holds true for the Authorized users in a private/ Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Tenderers may visit the section Digital Certificate on the Home page of the Electronic Tendering System.

3. Recommended Hardware and Internal Connectivity:-

To operate on the Electronic Tendering System, the Tenderers are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

Set up of Computer System for executing the operations on the Electronic Tendering System:-

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Tenderers is required be set up. The Tenderers are required to install utilities available under the section Mandatory Installation Components on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Tenderers are requested to refer to the E-tendering toolkit for Bidders available online on the Home page to understand the process of setting up the system, or alternatively, contact the Helpdesk support team or information/ guidance on the process of setting up the System.

A) Steps to be followed by Tenderers to participate in the e-Tenders processed by the KCPK:-

1. Preparation of online Briefcase:-

All Tenderers enrolled on the Electronic Tendering Systems of Government of Maharashtra are provided with dedicated briefcase facility to store documents/ files in digital format. The Tenderers can use the online briefcase to store their scanned copies of frequently used documents/ files to be submitted as a part of their bid response. The Tenderers are advised to store the relevant documents in the briefcase before starting the Bid preparation and Hash Submission stages.

In Case, the Tenderers have multiple documents under the same type (e.g. multiple work completion certificates) as mentioned above, the Tenderers advised to either create a single .pdf file of all type documents of same type or compress the documents in a single compressed in file in .zip or .rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore, the Tenderers are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

NOTE: - *Uploading of documents in the briefcase does not mean that the documents are available to* ***KCPK*** *At the time of Tender Opening stage unless the documents are specifically attached to the bid during the online bid preparation and Hash submission stage as well as during decryption and Re- encryption stage.*

2. **Online viewing of Detailed Notice Inviting Tenders :-**

The Tenderers can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by **KCPK** On E-Tendering Portal on http://mahatenders.gov.in under the Organization Kolhapur Central Prison, Kalamba, Kolhapur.

3. Tender Documents :-

The pre-qualification/ Main Bidding documents are available for free downloading. However to participate in the online tender, the bidder must login on portal and pay Tender Form Fee online on given link.

5. Short listing of Tenderers for financial Bidding Process :-

The tendering authority will first open the Technical Bid documents of all Tenderers and after scrutinizing these documents will shortlist the Tenderers who are eligible for Financial Bidding process. The short listed Tenderers will be intimated by e-mail.

6. Opening of the Financial Bids. :-

The Tenderers may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Tenderers shall be available on the http://mahatenders.gov.in e-tendering portal immediately after the completion of opening process.

7. Tender Schedule (Key Dates) :-

The Tenderers are strictly advised to follow the Dates and Times allocated to each stage as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic tendering system enforces time-locks that ensure that no activity of transaction can take place outside the start and expiry dates and time of the stage as defined in the tender schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Documents to be uploaded online Technical Bid in Cover I:

The scanned copies of various documents to be submitted/ uploaded online are listed in the online technical bid (cover I). The documents shall be specifically attached to the bid during the online bid preparation as well as during decryption as per online instructions. The given documents shall be scanned and uploaded online at respective templates of the Technical Bid (Cover-I) while preparing the bid.

ENVELOPE No.2: TENDER: (FINANCIAL BID)

SPECIFICATIONS:-

Item No.	Description of goods with details of specification	Quantity	Price per Kg. (Rs.) (Inclusive of all#)
1.	**2/40^{S} P.C. Yarn** Specifications Count: 2/40s P C count variation: 19.2^{s} Ne to 20.8^{s} Ne, CSP: 4000 & above Resultant Count: 20 ^{s} Ne, Blend Composition: (a) Polyester : 65% to 67% (b) Cotton: 35% to 33% variation: ±3% Uster Evenness Test: U%- 9 Max., Imperfection per K.M., Thin places: 0, Thick places: 30 (Max.), Neps: 75 (Max).	**2800 Kgs** (In Cone Net cone Weight 1.25 Kgs to 1.5Kgs only. Packing in standard Polyethylene Bag only. Cone size: 5^{0} 57' (5 Degree & 57 Minutes))	
	F.O.R. Destination at consignee: Kolhapur Central Prison, Kalamba.		

Separate sheet of price break up shall be submitted to identify Base rates + taxes + duties + packing & transport charges etc.

The Tender should quote his offer in terms of rates at the appropriate place of BOQ template to be submitted online only. He should not quoted his offer any where directly or indirectly in Cover No.1 The Tenderer shall quote for the supply as per details given in the main tender and also based on the detailed set of conditions issued/ Additional stipulations made by the department and made available to him on http://mahatenders.gov.in portal of Government of Maharashtra from KCPK after pre-tender conference. His tender shall be unconditional.

The Tenderer should quote only one rate against the tender enquiry. Rate should be quoted F.D. /F.O.R Destination. Rate should be quoted inclusive of Taxes & Duties etc. (Break ï up May however be given separately indicating the rates, duties etc. against confessional FORM) Vague and conditional quotations will not be considered. Price variation clause on any account is not acceptable. Increase in rate will not be considered at all.

AWARD OF CONTRACT:
The award of contract will normally be made within 15 days after the opening of the tender. The offer should be valid for 15 days

WHOM TO CONTACT:
For any further information on the tender, The **Factory Manager/ Superintendent, Kolhapur Central Prison, Kalamba** may be contacted.

B) GENERAL INFORMATION:

1. The terms and conditions, which will govern the contract made on behalf of the KCPK are also enclosed.
2. The tenderers are instructed to read the enclosed Instructions. Terms & Conditions CAREFULLY before quoting the rates in the tender and comply with the same.
3. The tenderer should satisfy all the conditions and instructions, which are mentioned in the tender notice and in the pages of tender.
4. All the tenders are cautioned that the tender containing any deviation from the contractual terms and conditions, specifications or other requirements will be treated as ñon-responsiveò and rejected.
5. Award is made to those tenderers whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards/ specifications of the material given in this tender notice and as per the existing Laws which are applicable and also fulfil the tender conditions.
6. Any correspondence regarding reduction in price unless asked for after opening of tender enquiry will not be entertained at all and their tenders will be liable for rejection
7. **KCPK, reserves the right with himself to increase or decrease of quantity of item from the tender at any time.**
9. **KCPK,** reserves a right to allot a part of supply to other bidders in case it is felt by him that the successful lowest bidder may not be able to complete the supply in time. In such a case the rate to be paid to other bidder/bidders will be that of the lowest bidder only.
10. The supply is required urgently and time bound hence the bidders should take a note of their active role in timely supply of item. Time is essence of contract.
11. Immediately upon receipt of the tender documents, all tenderers are urged to submit a written request on matters where clarifications or additional information is desired with and if case of any difficulty in getting proper reply similar request as appeal be made to the, who may clarify the matter if he feels it is essential. Otherwise, the decision taken by is considered as final.

12. The right to accept or reject any or all the tender/s from any or all the agencies without assigning any reason is reserved.
13. The Superintendent, Kolhapur Central Prison reserves right
    a) of quantity increase or decrease of the item tendered and also cancellation of tender at any stage of the tender procedure.
    b) to accept or reject of tenders of those tenderers who participated in the five years but not supplied the raw material as per tender terms and conditions.
    c) to cancel the whole e-tender process of purchasing raw material with or without any reason at any stage/ level.
14. The Superintendent, Kolhapur Central Prison, Kalamba reserved the right to distribute the orders at acceptable rates amongst two or more Tenderer.
15. The Superintendent, Kolhapur Central Prison, Kalamba reserves the right to channels the orders through any State Government Undertaking looking to its past performance and also with a view to have equitable distribution of orders and in the public interest, on 100 percent basis at the acceptable rates.
16. If there are any specific Government directives such as reservation of items for units in Maharashtra non-eligibility of price, preference to S.S.I .units etc. for particulars item, the same would be applicable irrespective of the fact that it has not been incorporated in the tender notice.
17. In case of calamity, the purchase committee reserves right to make appropriate changes in the terms & conditions that will be binding on the tenderer.

KOLHAPUR CENTRAL PRISON, KOLHAPUR

Kolhapur Ph-0231- 2324321 / 2324219

INSTRUCTIONS FOR TENDERERS

01 In the event of his tender being accepted, subjected to the provisions of below, the said amount of E.M.D. shall be appropriated towards the amount of security deposit payable by him.

02 If, after submitting the tender, the Tenderer withdraws his offer or modifies the same, or if after the acceptance of his tender the tenderer fails or neglects to furnish the balance amount of security deposit, the KCPK shall be entitled to forfeit the full amount of earnest money deposited by him.

03 The Superintendent or his duly authorized officer shall open E-tenders in the presence of Tenderers who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the eligible tenderers in a comparative statement in a suitable form.

04 The right to accept any tender or reject the lowest or any or all tenders without assigning any reason is reserved with the Superintendent, KCPK.

05 Quotations/tender form against assurance of raw material quota will not be considered.

06 The quotations/tenders giving short validity period will not be considered at all.

FURTHER INSTRUCTIONS FOR THE GUIDENCE OF TENDERERS

The tender will be liable to be rejected outright if any of the conditions mentioned below arises individually or cumulatively, while submitting it.

I) The tenderer proposes any alteration in specifications, conditions for supply of item or any other conditions.

II) Any of the condition of the tender are removed and or replaced.

III) Any erasures are made by him in the tender.

IV) All corrections, additions or pasted slips are not initialled by the tenderer.

KOLHAPUR CENTRAL PRISON, KOLHAPUR

Kolhapur Ph-0231- 2324321 / 2324219

TERMS AND CONDITIONS OF CONTRACT

CLAUSE 01.
Tendered rates shall include all the taxes, royalties, Service tax, levies any other taxes and charges, which are applicable as per the rules of Government of India and Govt. of Maharashtra. No negotiations will be entertained after opening of tender without asking tender committee.

CLAUSE 02 A. **Earnest Money Deposit:**

The tender should accompany with an Earnest **Money Deposit** the amount need to be paid online. The E.M.D. will be returned promptly to the unsuccessful tenders. The said amount of earnest money shall not carry any interest whatsoever.

CLAUSE 02 B. **Security Deposit:**
Successful Tenders will have to pay Security Deposit as per government norms minimum of 3 percent of total value of material in the form of Bank Guarantee of nationalized Bank/ D.D. in favour of Superintendent, Kolhapur Central Prison, Kalamba payable at Kolhapur within seven working days of such intimation.

The supplier should undertake to extend the validity of the Bank Guarantee if offered as security deposit in case the supply of stores is delayed beyond the validity period of Bank Guarantee

a) The Security deposit less any amounts due under the clause no. (16) ñRecoveriesò and shall be returned to the agency after end of the contract without interest on amount and subject to officer in-charge certifying that no liability attaches to the Tenderer.

b) The security deposit will liable to forfeited in the event of non-fulfilment of terms and conditions by the tenderer. Any loss from the bad services of the Tenderer as determined by the authority is recoverable for security deposit.

CLAUSE 03. **RECOVERIES:**
Any recovery advised by the KCPK shall be recovered from any bill or money retained in the form of security deposit.

CLAUSE 04. **NOTICE AND INSTRUCTIONS**:
The Tenderer shall furnish the correct postal address of his head office and other office concerned with this tender process. Any notice or instruction to be given to the Tenderer shall be deemed to have been served if it has been delivered to his authorized person / security officer or representative or sent by registered letter to the office or to the address of the firm last provided by the Tenderer.

CLAUSE 04. **PACKING**:
Packing should be standard type and acceptable to Railway Authority and Government Insurance Fund & that the material should not damage during transportation. The item/ material (Yarn Cone/Bag) should contain Lot Number, Manufacture Date, Expiry Date, Mill Name etc.

CLAUSE 05. **DELIVERY**:
Tenderer will have to supply the material to the jails godown/stores at Kolhapur Central Prison, Kalamba on Credit basis. Delivery period within 20 days from demand date or earlier by the tendering authorities with Delivery Challan of Authorised Manufactured Mill containing Lot Number, Bag Number etc.

The Tenderer will have to supply the stores exactly as per Tender Enquiry specifications and will be responsible to replace the defective supply at his risk and cost from the Kolhapur Central Prison, Kalamba.

CLAUSE 06 TESTING.
After supply of material, sampling will be done in the presence/absence of Tenderer/ representative. The sample will be sent to Government Laboratory/ approved Government Laboratory for testing. Material testing expenses must be paid by the tenderer. Samples if called for will not be returned for any reasons.

If the material failed in testing process, then the whole responsibility of lifting the material back from the Prison Godown will be on the tenderer and if the material remains lying, the Godown fare will be charged as per the Government Rules & Rates. The prison administration will not be responsible for getting lost due to falling of material

CLAUSE 07.
The Income tax as per rules of Government will be deducted at source.

CLAUSE 08.
Change in the name of Authorized manufacturer/dealer will not be accepted once the bid is opened.

CLAUSE 09.
Tenderer will be responsible for all legal provisions under various applicable Acts.

CLAUSE 10.
Successful tenderer should have to submit an Agreement Bond of Rs.100/- within seven days from receipt of letter of accepting his tender.

CLAUSE 11.
Successful tenderer should be abide by terms and conditions as prescribed by KCPK authorities.

CLAUSE 12 PAYMENT.
90 percent payment after satisfactory laboratory test report and inspection note and balance amount after 30 days from the first payment.

CLAUSE 13.
Conditional offers received other than the specified conditions mentioned in the tender enquiry are liable for rejection.
All the Tenderer should note that failure to violation of following General Conditions, General Notes, their quotations are liable for prima-facie rejection conditions.

CLAUSE 14.
The Deputy Insepctor General of Prison, Western Region, Yerwada, Pune will be appellate authority is the arbitrating authority, any matters of dispute/differences out of this contract, his decision in the matter shall be final and binding on the Tenderer. However, if not satisfied by the decision then the procedure will be as per India Arbitration Act.

CLAUSE 15 **TIME LIMIT**:
Delivery period within 20 days from demand date or earlier by the tendering authorities.

ñTime is essence of contractò The time limit for the work is as mentioned in the tender notice. The time limit will start from the date of demanding the raw material/item.
If tenderer fail to deliver the stores or any part thereof within the period prescribed for delivery the Purchasing Officer shall be entitled in his opinion to take any one or more of the following steps :ð
To recover from you as liquidated damages, a sum equivalent to ½ per cent, of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such store may be delayed as under:-

Sr. No.	Category of Stores	Penalty Amount
1.	The case of an order not exceeding Rs. 2 Lakh in value	At the rate of ½% per week subject to maximum limit of 10%
2.	IN case of an order of Rs.2 Lakh and above.	At the rate of ½% per week subject to maximum limit of 5%

Such penalty is to be deducted always by the consignee from the bill of the firm.

CLAUSE 16. **DEFAULT BY TENDERER:**
If the Tenderer / agency shall neglect or fail to supply of raw material/item with due diligence or violate any of the provisions, terms and conditions of the contract, the Superintendent may give the Tenderer a notice identifying deficiencies in supply and demanding corrective action.

If the Tenderer fails to take satisfactory corrective action within fifteen days after the receipt of the notice, The Superintendent, KCPK will terminate the contract in whole or in part. In case the entire contract is terminated, the amount of security deposit together with the value of supplied material but not paid shall stand forfeited to the KCPK.

CLAUSE 17.
In case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Tenderer/agency to The Superintendent, KCPK for his information within 10 days.

CLAUSE 18.
The Tenderer is expected to follow all the conditions mentioned in the various clauses of the tender and follow all the provisions of Govt. laws.

CLAUSE 19 RISK PURCHASE
The Tenderer fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting Tenderer. In the event of such a risk purchase, the defaulting Tenderer shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

CLAUSE 20 FALL CLAUSE
It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to unable to amend the contract rates for subsequent supplies.

CLAUSE 21 FORCE MAJEURE CLAUSE

" If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented of delayed be reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event, be entitled to terminate this contract not shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that it the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Tenderer at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the Tenderer may with the concurrence of the purchaser elect to retain.

Important factors relating to placement of contracts Force Majeure Clause- The force majeure clause in the following form only (which will not form part of the general conditions of contracts) should be included in such contracts where the suppliers specifically insists on the provision of a force majeure clause and there is no alternative but to accept the same. This clause should not be incorporated in the Invitation to Tender, but prior to acceptance of an offer in such a case the supplier should be asked to accept this clause as governing conditions of force majeure.

CLAUSE 22.

All payments to the Tenderer / agency shall be made through ECS/ NEFT/ RTGS or Crossed Account Payee cheques after sanctioning bills from treasury.

CLAUSE 23.

Any disputes or differences, Questions whatsoever arises from this Tender or Contract will subject to **KOLHAPUR JURIDICTION ONLY.**

Affidavit

(On Stamp Paper worth Rupees 100/-)

ñI/we, the undersigned on behalf of M/s é é é é é é é é é é é _ _ _ _ _ _ _ _ _ _ _ _ _ _ age _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ years residing at_ by way of this affidavit do hereby Solemnly affirm and declare that I _Proprietor / Partner of the _Firm and submitting the tender for the supply of $2/40^{S}$ P.C.Yarn. ñI/we do hereby declare that, I/we have not ever been blacklisted and there were no debarring action in past or in process against us/firm for any default in supply of material/equipment or any reason in the contract entrusted to us/firm and also no legal enquiry is pending against us/firms by any Government organization. I/We shall obey all rules and regulations like child labour, sexual harassment, labour fundamental rights, environmental policies etc. applicable time to time. I/We are abraded to obey norms and rules set by Government, Forest, Mines and Human Rights. No discrimination and anti-corruption activities.

Also declare that, no conflict and interests with the Purchasing Authority of Kolhapur Central Prison, Kalamba. I/we also assure to submit single quotation/tender of party belongs to us as owner/supplier/partner/director.

All the given/uploaded documents are true and I am aware, If any document found fake/fabricated immediate debarring action and legal action will be taken against me/us at any stage. In the event of any such information pertaining to the aforesaid matter found wrong at any time at any given point of time during the course of the purchasing my quotation/tender shall be liable for cancellation/ termination without any notice at the sole discretion of the purchaser.ò

Tenderers Signature with Seal.