

Annexure - A**TERMS AND CONDITIONS FOR SUPPLY OF RAW MATERIAL TO GCC FOR ITS PRODUCTION UNITS**

I.	Meanings	
1.	Corporation:	Girijan Cooperative Corporation Ltd (GCC) Visakhapatnam-530 017
2.	Time & Date	Time & Date mentioned in the Tender Notice
3.	Place of Tender	Place of tender mentioned in the Tender Notice.
4.	Annexure – B	The prescribed Tender form which shall be filled in fully by the tenderor or his authorized representative.
5.	Usual Official Language	The medium of language used in the tender form
6.	Tenderor / Auctioneer	An individual / Registered Firm / Registered Company (or) his / their authorized Representative. However the authorized representative shall produce relevant proof disclosing his status.
7.	Authorized Representative of the Corporation	The Committee authorized for the purpose or authorized official(s) by the VC & MD, Girijan Cooperative Corporation Ltd., Visakhapatnam – 530017.
8.	Dispute	The breach of contractual obligation arising out of the tender conditions
9.	Sole Arbitrator	Vigilance Officer, GCC Ltd, Visakhapatnam or any other officer appointed by the VC & Managing Director, Girijan Coop. Corporation Ltd., Visakhapatnam-530 017
10.	Submission of Tender	<p>a. Tenders will be filed in two separate covers super scribing as technical bid and financial bid. At the beginning of the tender procedure, the cover containing technical bid will be opened first.</p> <p>b. The technical bid shall comprise of:</p> <p>i) EMD amount submitted by tenderer for the value as specified by GCC should be arranged by means of DD drawn on Girijan Coop. Corporation Ltd., Visakhapatnam - 17.</p> <p>ii) Other documents such:</p> <ul style="list-style-type: none"> ➤ Attested copies of partnership deed/ memorandum and articles/ byelaws. ➤ Attested copies of residence ie., Panchayat / Municipal Tax / PAN / CST / APGST No.etc. ➤ Copies of Financial Statements for the past 3 three years preceding to the current year. ➤ Written authorization on letter head with stamp / seal to be furnished. <p>c. The Financial Bid comprise of Annexure – B which shall have to be filled in by the tenderor (s) (enclosed). All columns shall be filled in full with clear terms and in usual official language only.</p> <p>d. Tender(s) will be received on all working days up to the last date & time and at the place indicated in the Tender notice.</p> <p>e. The sealed covers ie., Technical Bid & Financial Bid shall be addressed to the Authorized Representative of the Corporation.</p> <p>f. The sealed covers ie., Technical Bid and Financial Bid shall be super scribed as “Technical Bid for supply of (commodity to be specified) & “Financial Bid for supply of(commodity to be specified)</p>

		g. The sealed tender(s) in Technical Bid (as per details in Annexure – B) and Financial Bid (as per Annexure-C) shall be signed & presented either by the intending tenderor / bidder or through his / her/ their authorized representative, in person or by post so as to reach the authorized representative of the Corporation within the stipulated time & date.
11.	Receipt of Tender	a) The tender(s) received up to the last date & time and at the place indicated in the tender notice shall only be taken into consideration for opening in the presence of the tenders / their authorized representative present at the time prescribed for opening of the tenders as in Technical Bid (as per details in Annexure-B) and Financial Bid (as in Annexure-C). Tenders received after the stipulated date & time due to postal delay or due to any other reason shall not be entertained under any circumstances and the Corporation is not responsible for such delayed receipt of tender(s) or lost in transit
12.	Capacity of the Tenderor / Auctioneer	a) The tenderor shall be a competent person under law to execute / enforce an agreement. In case of a tender(s) is represented by a third party the person representing the tender(s) bid shall produce written authorization to do so. b) The tenderor shall disclose full address of his residence and his registered office. c) Tenderor / Auctioneer found insolvent or convicted on any charge by a Court or involves in any dispute with the Corporation in past / present is not eligible to participate in the tender(s)
13.	Documents to be furnished	A. Technical bid as per details in Annexure – B comprise of i) Payment of EMD. ii) In case of tender is filed by a Firm / Company a certified / attested copy of partnership deed / articles shall be furnished along with tender form. iii) A copy of proof of residence / existence i.e. Panchayat / Municipal Tax Receipt, PAN, CST/APGST registration certificate shall be furnished. iv) The Tenderer shall produce financial statements for past 3 years proceeding to this year. B. Financial bid as in Annexure – B duly filled in original.
14.	Representative samples to be furnished	The intending suppliers shall produce representative samples also commodity-wise for which they are quoting the rates and which they intend to supply along with analytical report.(where ever applicable) The supplies should also comply with if given in the tender form. Samples not accompanying would be rejected without any assigning any reasons there for.
15.	Rates	a) The rate offered shall be per Kg / quintal / MT / per each number, F.O.R. delivery at the places in the tender notice. b) The rate offered in the tender must be written in words also and corrections if any shall clearly be attested. c) The rates quoted shall be valid for a period of one year from date of confirmation.
16.	Taxes	The applicability of Taxes if any on the rates quoted

		should be clearly mentioned.
17.	Payment of EMD	<ul style="list-style-type: none"> a) The EMD shall be paid for the sum indicated in the tender notice for the quantity specified & noted against each unit. b) In case, tender is accepted, the EMD paid would be held with the Corporation. If the tender is not accepted, the EMD would be returned to the party on the same day of tender. c) No interest would be paid by the Corporation on the EMD held.
18.	Mode of payment of EMD	All Payments shall be made by way of "ACCOUNT PAYEE DEMAND DRAFT" Obtained in favor of "GIRIJAN COOPERATIVE CORPORATION LIMITED, VISAKHAPATNAM" drawn on any Nationalized Bank and payable at Visakhapatnam only. Any payment through Cheques/ Cash will not be accepted towards the payment of EMD.
19.	Rejection / cancellation / postponement of Auction / Tender	<ul style="list-style-type: none"> a) Tenders which are not accompanied with the prescribed EMD shall summarily be rejected b) Any conditional tender or tenders filed other than in the form given in Annexure-B & Annexure – C (Financial bid & Technical bid) shall be liable for rejection out right by the authorized representative. c) The authorized representative of GCC reserves right to reject the tender, if Annexure-B & Annexure - C is not fully filled in and Conditions stipulated are not fully complied with or found with concealment of facts & figures and does not disclose true and exact information. All & any tender not complying with these tender conditions shall be rejected. d) The authorized representative has also got the right to postpone / cancel the tenders or withdraw/ reduce/ enhance the quantities before commencement of the tender proceedings. e) However the Corporation reserves the right to use its discretion depending on the circumstances prevailing at the time of opening tenders whether to accept or reject any tender.
20.	Process of Auction	<ul style="list-style-type: none"> a) All the parties or their authorized representatives shall be present in the 15 minutes before the time specified for conducting auction and for opening of tenders item-wise on the day and at the place indicated in the tender notice so that they can witness the auction-cum-tender proceedings b) Only those parties who pay the Earnest Money Deposit will be allowed in the Auction Hall c) Auction will be held first at the place date and time mentioned in Annexure-B. Immediately after the auction proceedings are over, the tenders will be opened by the authorized representative or any other officers of the Corporation authorized specially or generally for the purpose when the authorized representative of Corporation is not available on the day of opening tender. The Corporation reserves the right to negotiate the rate after completing auction-cum-tender process, as per need.
21.	Acceptance of the Tender	<ul style="list-style-type: none"> a) The lowest rate offered / obtained in the auction / tenders/ negotiations may either be considered

		<p>for acceptance or rejection without assigning any reason.</p> <p>b) The Corporation also reserves the right to accept or reject any or all the tenders / rates offered without assigning any reasons and to purchase the stocks in any manner as they considered and deemed it on the same day or any other subsequent dates in the interest of Corporation.</p>
22.	Confirmation	<p>a. In case of acceptance of the tender, orders of confirmation will be issued to the concerned parties within 15 days or within such other extended period by the authorized representative of the Corporation from time to time from the date of conducting tender proceedings.</p> <p>b. The successful Tenderor shall enter into a Contract Agreement with the Corporation after the tender is confirmed in his favor.</p>
23.	Delivery / supply of stocks	<p>a) The material as per requirement furnished in the tender notice (subject to revision basing on the actual need) shall be supplied with in 7 days at the rates now accepted in the auction / tender/ negotiation proceedings and shall be in force for one year.</p> <p>b) The supplies shall be effected on F.O.R. delivery basis to the respective soap units of the GCC within 15 days from the date of placing indent by the units. *It not, GCC will purchase material from outside firms, and the additional amount incurred by GCC will be levied on the firm selected in the tender.</p> <p>c) All payments will be made within 3 weeks time from the date of receipt of material in the industrial Units of GCC.</p> <p>d) Material manufacturers are only eligible to participate in the Tenders. Agent companies / prox suppliers are not eligible.</p>
24.	Penal action	<p>a) The supplies have to be effected strictly in conformity with the approved quality and any substandard material would be rejected outright making the supplier liable for penal action.</p> <p>b) Any delay in supplying the material within the stipulated time would result in dislocation to the production of soaps in the units.</p> <p>c) Any continuous failure of the supplier for one month in effecting supplies would result in cancellation of the supply orders besides making him liable for legal action and to make good consequential losses to GCC.</p>
25.	Disputes	Any dispute arising out of these auction-cum-tender proceedings shall be referred to a sole Arbitrator specially appointed by Vice-Chairman & Managing Director.

We M/s -----/----- shall abide to above terms & conditions while execution of orders / supply of material.

Signature of the tenderer