Registered Office:

Gujarat Agro Industries Corporation Limited Khet Udyog Bhawan Opposite Old High Court Navrangpura Ahmedabad PIN 380014

Manufacturing Premises Address:

Gujarat Agro Industries Corporation Limited

- (1) Pesticides Formulation Unit, At & Post Gondal District-Rajkot
- (2) Bio Fertilizer Unit, Naroda, Ahmedabad

(AGRO SERVICES & CHEMICALS DIVISION)

<u>Tender Document for Purchase of Miscellaneous Items for</u> <u>Gondal & Narod unit (Year 2013-14)</u>

Registered Office:

Manufacturing Premises Address:

Gujarat Agro Industries Corporation Limited Khet Udyog Bhawan Opposite Old High Court Navrangpura Ahmedabad PIN 380014 Gujarat Agro Industries Corporation Limited (1) Pesticides Formulation Unit, At & Post Gondal District-Rajkot

(2) Bio Fertilizer Unit, Naroda, Ahmedabad

TENDER NOTICE No: 3 GAIC/AS&C/Miscellaneous Items/2013-14

Managing Director, Gujarat Agro Industries Corporation Limited, Ahmedabad (INDIA) invites sealed bids on two bids system (*Technical & Commercial*) from <u>reputed manufacturers</u> for purchase of <u>Miscellaneous Items</u> for manufacture & packing of Pesticides for the year 2013-14.

Scope of Work:

 Supply of Miscellaneous Items _under annual rate contract as per terms of Tender for Miscellaneous Items for the period <u>01st April 2013 to 31st March 2014</u>.

TABLE OF CONTENTS:

S No	Title Description	Page No
01	Information to Bidders	04-05
02	Requirement Miscellaneous Items	06
03	General Terms & Conditions of Tender	07-13
04	Technical bid	14
05	Specification of various product	15
06	List of document to be enclosed with technical bid	16
07	Tender Form (Technical Bid)	17
08	Bid form	18
09	Undertaking document	19
10	Commercial Bid	20

INFORMATION TO BIDDERS (ITB)

Notice Inviting Tenders Online: Tender Notice No.-3 GAIC/AS&C/ Miscellaneous Items /2013-14

Company Name	Gujarat Agro Industries Corporation Limited
Circle	Managing Director
	Gujarat Agro Industries Corporation Limited
	Khet Udyog Bhawan,opp Old High Court,Navrangpura,Ahmedabad-380014
Division	Agro Services & Chemicals (AS&C)
Name of Project/Goods	Procurement of Miscellaneous Items
Name of Works	Procurement & Transportation of Miscellaneous Items
Estimated Contract Value	Rs _9.75 lacs (approximate)
Period	01-04-2013 to 31-03-2014
Bidding Type	Two Stage Bid system
Pre Bid Meeting	YES
Tender Currency Type	Single (INR)
AMOUNT DETAILS	
Bid/Tender Document Fee	Rs. 500/- (Rupees Two thousand only) in the form of non refundable & non
(non refundable)	transferable Demand Draft
Bid/Tender document fee	Gujarat Agro Industries Corporation Limited payable at Ahmedabad
payable to	
Bid security/EMD (INR)	Refer Table 01 at Page No: 06 (EMD in the form of Demand Draft)
Bid security in favour of	Gujarat Agro Industries Corporation Limited payable at Ahmedabad
TENDER DATES	
Tender document available for	1-03-2013 18.00 Hrs (IST) onwards
download	(website:www.gujagro.org,)
Tender OPENS	1-03-2013 , 18:00 Hrs (IST)
Pre Bid Meeting	11 -03-2013 , 11:00 Hrs (IST)
Tender CLOSES	22-03-2013 , 18:00 Hrs (IST)

Last Date & Time for Receipt (Physical Submission) of Bids	25-03-2013 , 18:00 Hrs (IST)
Date of Technical Bid opening	26-03-2013 , 11:00 Hrs (IST)
Date of Commercial Bid opening	30-03-2013 ,15:00 Hrs (IST)
Bid validity period	90 Days (from the date of opening of commercial bid)
Submission of Documents	EMD, Tender fee & other relevant documents to be submitted/sent to Divisional Manager Agro Services & Chemicals Division Gujarat Agro Industries Corporation Limited Khet Udyog Bhawan Opposite Old High Court Navrangpura, Ahmedabad-380014

NOTE:

1. All Demand Drafts/ Pay order must be drawn on All Nationalized Bank, IDBI Bank, HDFC Bank, AXIS Bank, ICCI Bank only, payable at Ahmedabad.

REQUIREMENT OF MISCELLANEOUS ITEMS FOR THE FINANCIAL YEAR 2013-14 TABLE-01

<u>S No</u>	MISCELLANEOUS ITEMS	EMD Amount (Rs)	<u>Average Turnover</u> <u>(Rs)</u>
01	Laminated Sticker	17250	300000
02	3Ply (Duplex)Paper Carton	1200	20000
03	Product Lable & Literature	3600	120000
04	Unprinted LDPE Bag & Printed Milky LDPE Bag	3000	65000
05	Nylon Strap Roll	1500	N. A.
06	Cello Tape Roll	1500	N. A.
07	PVC Sleeves	1200	N.A.

GENERAL TERMS AND CONDITIONS OF TENDER

- (1) <u>SUPPLIERS:</u>
 - A. Only reputed manufacturers can apply who submit their tenders / offers as per the terms of this tender and who are selected by GAIC as approved suppliers will be hereinafter called as "Suppliers"
 - B. Average annual turnover for the bidder should be as per Table No.1for each item of Packaging Material & Raw Material in last three financial years. F.Y 2009-10,2010-11, & 2011-12
 - C. Manufacturers must produce License to manufacture from competent authority of the particular item for which he has participated.

(2) <u>QUALIFICATION AND ELIGIBILITY OF TENDERER:</u>

Tender is a two bids system i.e. *Technical Bid &* Commercial *Bid*. Commercial bid of only those bidders, who are found acceptable by GAIC and qualified after scrutiny of the Technical bid, will be opened in the presence of such bidders or their authorized representative who wish to remain present at the time and date communicated by GAIC by a separate letter/Email. Commercial bid of those bidders who disqualified in Technical bid shall not be opened.

Visit <u>Page No: 16 for List of supporting documents, Page No-6 for EMD and Page No-4</u> <u>for Tender fee</u> to be submitted with Technical Bid.

Non submission of the documents may attract disqualification from the Tender.

Above documents will be accepted physically at above address as per date and time given.

(3) <u>PURCHASERS:</u>

The Gujarat Agro Industries Corporation Ltd. (GAIC) is having a pesticides manufacturing unit at Gondal, Dist. Rajkot and Biofertilizer Unit Naroda, Ahmedabad. The GAIC (herein after called the Purchaser) shall be making purchase of various items from the approved suppliers.

(4) The manufacturer who have been black-listed by GAIC will not be eligible to quote against this tender.

(5) $\overline{\text{PRICES}}$:

Rates should be quoted in Commercial bid as under.

- (i) Basic price as detailed in the Commercial bid (online mode)
- (ii) Central Excise Duty.
- (iii) VAT Tax
- (iv) Price will be compared on basic price with CST if applicable for Gondal Price will be compared on Total price.for Naroda

Delivery F.O.R PFU Gondal & F.O.R BFU Naroda, Ahmedabad (for Laminated Sticker, Literature, Nylon Strap roll and Cello Tape Roll Only) and Delivery F.O.R PFU, Gondal (For all other Miscellaneous Items)

Insurance of material will have to be arranged by the tenderer and also amount to be borne by them. The prices quoted by suppliers shall remain unchanged during the contract period and the supplier(s) shall not be allowed any price revisions during the period of contract. The suppliers shall have to enter into annual rate contract with the purchasers. Only price revision shall be given during the contract period on account of increase in VAT/CST & Excise as per applicable.

(6) <u>MODE OF SUBMITTING TENDER:</u>

The Bid should be submitted as under: -

- (I) Commercial bid and other tender details must be submitted through on-line Tender system.
- (II) Technical Bid-At serial no.2 (Page-7) mentioned required documents along with EMD amount and tender fee to be submitted in sealed cover at above address as per date and time indicated.

(7) <u>OPENING OF TENDER:</u>

Those bidders who have qualified in the technical bid as per the documents mentioned at Sr. No.2 (Page-7) for eligibility of tender only their commercial bid will be opened.

(8) <u>EARNEST MONEY DEPOSIT (E.M.D):</u>

Tenderers shall submit their offer duly filled in and accompanied by a CROSSED ACCOUNT PAYEE DEMAND DRAFT/PAY ORDER OF Rs. <u>Refer TABLE 01 at Page 06</u> (Rupees _______only) as Earnest Money Deposit, in favour of GUJARAT AGRO INDUSTRIES CORPORATION LIMITED, payable at Ahmedabad.All Demand Drafts/ Pay order must be drawn on All Nationalized Bank, IDBI Bank, HDFC Bank,AXIS Bank, ICCI Bank only, payable at Ahmedabad.

The amount of EMD shall bear no interest for the period retained by Purchaser (s) and would be refunded to the unsuccessful Tenderer (s) within 30 days from the date of opening of Commercial Bid. Tender without EMD shall not be entertained / considered.

(9) FORFEITURE OF EARNEST MONEY/SECURITY DEPOSIT:

If any Tenderer subsequently withdraws his offer/tender or refuse to supply at offered rate, or makes any modification/alteration unilaterally after opening, shall be subjected to the forfeiture of Earnest Money Deposit. If any document is found manipulated/ false, EMD may be forfeited.

(10) VALIDITY OF TENDER:

The tender must be valid for a period of at least 90 days (Ninety Days) for acceptance from the date of opening of commercial bid.

(11) <u>ACCEPTANCE OF TENDER:</u>

Purchaser (s) reserves its right to accept / reject any offer / tender either in whole or in part and irrespective of whether it is lowest or not without assigning any reason whatsoever. Purchaser (s) also reserves its right to select one or more suppliers and to award contract for whole or part of its requirement or for all or any kind or portion thereof at the rates quoted. Purchaser (s) reserves its right to negotiate or seek clarifications before accepting any offer / tender. <u>WHERE</u> <u>NEGOTIATIONS ARE CARRIED OUT, THEN THE PURCHASER (S) HAVE THE RIGHT</u> <u>TO CALL ONLY 1st LOWEST BIDDER FOR NEGOTIATION.</u>

(12) <u>INCOMPLETE / LATE TENDER:</u>

Tender received late as per scheduled time mentioned on page No.04 & 05 of the tender, unsealed or without super scribed on the top of the envelope "TENDER FOR THE SUPPLY OF **Miscellaneous Items** <u>01-04-2013 to 31-03-2014</u>" or without Earnest Money Deposit or incomplete in any other respect, Purchaser (s) reserves its right to reject at its sole discretion. The offer(s) / Tender(s) submitted with any counter condition(s) are liable to be rejected.

(13) <u>NEGOTIATION:</u>

- (a) The bidder called for negotiation can not increase the prices as the negotiations are held for reducing the prices. In case the bidder increases the price during negotiations, their original prices which are lower than the revised prices shall be taken into cognizance.
- (b) If the bidder who is/are called for negotiation does not remain present during negotiations, their original tendered rates shall be taken into cognizance.

(14) <u>SUCCESSFUL BIDDER:</u>

The successful bidder shall be informed about <u>acceptance of offer in writing as well as by</u> <u>email</u> before the date of expiry of offer's validity. The bidder shall be required to return the duplicate of the same within SEVEN DAYS from the date of letter, in token of acceptance, If letter for acceptance does not reach for the reason of incomplete postal address given by the bidder, GAIC shall not be held liable.

(15) <u>SECURITY DEPOSIT:</u>

The successful bidder / Tenderer shall be required to pay deposit @5% on total basic value of order in case of Basic Miscellaneous Items .

Earnest Money Deposit of successful bidder would be converted into Security Deposit and balance amount will be deducted at the rate of 5% of total value of invoice payable to the bidder till the deduction upto 5% of basic value of the order.

The amount of security deposit shall be refunded only after fulfilling the contractual obligations successfully or/and to the entire satisfaction of the Corporation after completion of contract. GAIC will have right to forfeit deposit or the difference of price in open market by GAIC for the reason of non- fulfillment of contractual obligations entered into, after acceptance of offer. GAIC also reserves its right to terminate the contract by forfeiting the deposit and to make alternate arrangement for procurement of its future requirement

(16) <u>PURCHASE ORDER:</u>

The successful bidder shall be issued Purchase Order, from time to time for supplies. The successful party called hereinafter Supplier shall make supplies strictly as per terms and conditions, quality and rates from time to time. Supplies will be accepted between 10.30 hrs. and 16.00 hrs only on all working days No supplies shall be accepted on holidays, unless specific permission / instruction are given by the concerned Executive of GAIC.

The total quantity of material supplied by the "Supplier" to GAIC's option in lots or quantities and from month to month and/or from time to time, in accordance with the instructions for delivery and despatch sent or conveyed by GAIC to the Supplier as hereinafter stated. It shall be GAIC's option whether to ask for supplies for a particular month or time or not.

(17) <u>COMMENCEMENT AND COMPLETION OF ORDER:</u>

The Supplier shall supply, on receipt of Purchase Order, as per delivery schedule given from time to time. The entire order must be completed within the time limit given by GAIC. The period of contract may be extended for further periods with the mutual consent only.

GAIC reserves the right:

- (a) To split the order or to vary quantities to be ordered
- (b) To order part or whole quantity of materials.
- (c) To cancel the order at any time, in case of unsatisfactory supplies; OR
- (d) To terminate the contract by giving one month's notice.

(18) <u>INSPECTION:</u>

Inspection of quality and quantity shall be carried out within the factory premises at PFU GONDAL (DISTRICT RAJKOT). However the material can be given for inspection to any State / Central Govt. organization . For the reason of inferior quality or not being as per the laid down specifications, GAIC reserves the right to reject such material partly or wholly. The Supplier will have to take back the total rejected quantity at his own risk and cost. After intimation of rejection, the Supplier shall have to remove at his cost the total rejected quantity from GAIC's premises, failing which Corporation shall be in no way responsible for any damage/losses to such rejected stocks.

(19) <u>GUARANTEE:</u>

All supplies must be guaranteed against manufacturing defects and against unsatisfactory performance for a period of one year from the date of supply. During the period of guarantee, if any of the stipulated guarantee is not attained, i.e. quality, quantity, performance, efficiency, etc. The Supplier shall have to replace the defective material as may be required to fulfil the guarantee requirements, free of cost, immediately on receipt of GAIC's intimation.

(20) <u>PAYMENT:</u>

If possible, payment in full for the material accepted by the Corporation shall be made by Cheque as per terms of our Commercial Bid of the tender from the receipt of material or from the date of receipt of original invoice, whichever is later, or as agreed upon.

(21) <u>PENALTY /BLACK LISTING:</u>

The ordered quantity shall be supplied within stipulated time as directed by GAIC. Any delay in supply after stipulated date shall invite penalty @ 2% per week subject to maximum of 10% of the order quantity.

For non conformity of quality of material supplied, the quantum of penalty shall be decided by the GAIC and it shall be binding and final. Bidder failing to rectify the fault, the GAIC may get attended / rectified by any other agency at the risk and cost of the bidder and the same shall be recovered from the bidder.

For breach of any terms and/or any conditions of the contracts, or not supply of ordered material as per delivery schedule given by GAIC from time to time, GAIC reserves the right to purchase its requirement from open market at the cost and risk of the supplier. If GAIC has to pay higher price for such material at the failure of Contractor, the difference shall be recovered from the Supplier.

If supplies are not made as per stipulated quality/time schedule, supplier will loose eligibility to get next inquiry etc.

Penalty charges may be recovered from EMD/SECURITY DEPOSIT accumulated for the selected supplier as decided by the Management. If after acceptance of the tender/offer, if the supplier fails or neglect to supply ordered material, the individual who has sign the tender documents, his firm or any of the firm/company in which he is a partner/proprietor/director shall be black listed for a period of 3 years.

(22) FORCE MAJEURE:

In any way GAIC will not be held liable to make good for any loss or damage to supplier, if it is prevented or hindered or delayed in receiving the supplier's material by workers / labourers or transport, riot, civil commotion, accident or work or any un for seen even at any other cause whatsoever, beyond the control of the Corporation.

(23) The requirement of technical material may vary against the estimates provided and shall be acceptable to the supplier.

(24) <u>SUBLETTING:</u>

The Supplier shall not be allowed to sublet the work to any other party in part or full unless approved by GAIC.

(25) <u>DELIVERY DOCUMENTS:</u>

The delivery Challans as well as invoice must carry the reference of GAIC's order number and date against which supplies are made. Challans and invoices should be submitted in duplicate accompanied by ADVANCE MONEY RECEIPT(S) duly stamped. The supplier (Contractor) shall submit invoices strictly in approved format by the Central Excise Department, to claim MODVAT/Set off.

(26) <u>ARBITRATION AND LEGAL JURISDICTION:</u>

Any dispute arising under the contract shall be subject to the jurisdiction of Ahmedabad courts only. However, disputes in all matters arising out of related contract, shall be settled by the sole arbitration of MANAGING DIRECTOR of the Corporation, and there shall be no excuse that the Arbitrator is an employee of the Corporation or concerned with the Corporation in any respect. The decision of the MANAGING DIRECTOR of the Corporation acting as an Arbitrator shall be final and binding on both the parties.

- (27) After opening the tenders, GAIC shall have the liberty to follow any of the 2 procedures for award of the tenders.
- (a) To finalize the tenders on the basis of the sealed bids without any negotiation.
- (b) To call the 1st lowest bidder for negotiation.
 It shall be absolute discretion of GAIC to follow any of the above modes of procedure to accept the bids. It shall also be the absolute discretion of GAIC not to accept any of the bids.
- (28) Our Tin No. is as under: VAT: GAIC/ TIN No.24073302261 dt.28/3/2006 CST: GAIC/ TIN No.24573302261 dt.28/3/2006

We, M/s

_____, have gone through the terms

Signature of bidder	:	
Name in Full	:	
Designation/Status	:	
Rubber stamp with		
Office address	:	

Place	:	

Date	•			
Date	•			

Encl: As above.

Submission of the Tender

The Tender should be submitted at the below mentioned address in the envelopes as detailed below:

<u>A} Envelope – 1 - marked as – TECHNICAL BID' (Tender notice No :-----)</u>

Technical Bid Document with the various details regarding experience, financial standing, Product data etc (*Details of Relevant Documents -Technical Bid-at Page No: 15, -19*)

B} Envelope – 2 -marked as – 'EMD for Tender & Tender Fee (Tender notice No :------)

---Demand Draft for EMD (<u>Refer TABLE 01 at Page 06 & at Page 04</u>) in a cover super scribed as EMD with Tenderers name.

<u>C} Envelope – 3-marked as – 'Tender COMMERCIAL BID (Tender Notice No: -----)</u>

----Demand Draft for <u>Rs 500/-</u> towards cost of Tender Form (non refundable) with Tenderers name.

All the Three envelopes (marked 01, 02 & 03) to be put in a <u>'FOURTH ENVELOPE'</u> marked as <u>BID</u> <u>FOR</u> TENDER MISSELIANCE(<u>Tender Notice No</u>: _____) to be forwarded/sent by Post to the below mentioned address.

All Demand Drafts/ Pay order must be drawn on All Nationalized Bank, IDBI Bank, HDFC Bank, AXIS Bank, ICCI Bank only, payable at Ahmedabad.

Bids to be submitted at the below mentioned address:

Divisional Manager Agro Services & Chemicals Division Gujarat Agro Industries Corporation Limited Khet Udyog Bhawan Opposite Old High Court Navrangpura, Ahmedabad-380014 (Gujarat, INDIA)

This office shall not be held responsible for any postal / courier delay in Submission of the tender Document.

<u>Gujarat Agro Industries Corporation Limited reserves the right to accept or reject any or all the tender</u> <u>offers without assigning any reason thereof.</u>

TECHNICAL BID

- Technical bid shall be accepted by physical mode only at address given below. Gujarat Agro Industries Corporation Limited (AS&C Division) Khet Udyog Bhawan, Opp Old High Court, Navrangpura, Ahmedabad 380014.
- Venue (Bid opening): Gujarat Agro Industries Corporation Limited Board Room, IInd Floor, Khet Udyog Bhawan, Opp Old High Court, Navrangpura, Ahmedabad 380014.

TECHN	ICAL BID FOR MISCELLANEOUS ITEMS
Cender Notice No:	Due Date:
	Duo Duo
Name of Manufacturer:	
Defen attached ANNIEVIDE IC	Gordian about of Minsellan area 4 and (2012-14)
kejer attacnea ANNEXURE-1 for spec	cification sheet of Miscellaneous Items (2013-14)
	SIGNATURE & STAMP OF TENDERER
	SIGNATIONE & STAND OF TEMPEREN

List of Documents to be enclosed with TECHNICAL BID

S No	Document/Certificate	Attached	Your Page No.
01	Certified copy of the Organization:	YES/NO	
	 If Proprietorship concern – Registration under Shop & Establishment Act. 		
	 If Partnership Firm – Partnership Deed along with certificate of Registrar of Firms. 		
	• If Company - Memorandum & articles of Association along with incorporation certificate.		
	 If others – Certificate issued by competent statutory body 		
02	Letter of Power of Attorney in favour of the person who would deal with GAIC Ahmedabad	YES/NO	
03	Copy of Income Tax Permanent number (PAN)	YES/NO	
04	Copy of VAT and CST Registration Certificate	YES/NO	
05	Excise Registration certificate (if applicable)	YES/NO	
06	Audited balance sheet &profit and loss account with schedules for F.Y. 2009-10,2010-11 and 2011-12		
07	Statement of total Income along with copy of acknowledgement slips of Income Tax Return. (for F.Y.2009- 10,2010-11 and 2011-12)	YES/NO	
08	Chartered Accountant Certificate for over all turnover of the Organization (for F.Y.2009-10,2010-11 and 2011-12)	YES/NO	
9	Copy of valid & Active Manufacturing License with date of obtained under the factory act	YES/NO	
10	Tender Form(Technical Bid), Bid Form, Undertaking to be submitted by Tenderer	YES/NO	
11	List of users / Customers served / supplied material	YES/NO	

Note:

1. Hard copies of above mentioned documents need to be attached with spiral binding having separate colour flag with each document & submitted with Technical Bid physically at GAIC Ahmedabad Headquarters.

TENDER FORM (TECHNICAL BID)

	DER NOTICE No: 3 GAIC/AS&C/	111000000000000000000000000000000000000		
1.	Tenderer's Name & Full Postal Address:			
2.	Telephone Nos.	Office	Factory	Residence
3. 4.	Contact person & his mobile No. Fax No. if any Income Tax- Permanent A/c. No. :			
5. 6.	Excise Registration No. if applicable VAT Registration, VAT No. & Date,. :			
7.	Central Sales Tax (CST) Registration No. & Date			
8.	Tender Fees Rs. 500/- Depo	sited vide M	oney Receipt No	o da
Date: Amou Draw <u>In fav</u>	Details of Earnest Money Deposit: Demand Draft / Pay Order No.: int of Rs n on: (Name of Bank) rour of Gujarat Agro Industries Corpo	pration Ltd. p	ayable at Ahme	for each product
Date: Amou Draw <u>In fav</u> Tendo	Demand Draft / Pay Order No.: int of Rs n on: (Name of Bank) rour of Gujarat Agro Industries Corpo erer's Full Name & address:	pration Ltd. p	ayable at Ahme	for each product
Amou Draw <u>In fav</u> Tende Desig	Demand Draft / Pay Order No.: unt of Rs n on: (Name of Bank) rour of Gujarat Agro Industries Corpo	pration Ltd. p	ayable at Ahme	for each product

<u>Bid Form</u>

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to it's format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

Tender Notice No.: [insert number given at Page No: 02]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No. (if any): [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements (Schedule A)the following Goods [insert a brief description of the Goods and Related Services];

b) The total price of our Bid, excluding any discounts offered in item (d) below, is:

[Insert the total bid price in words and figures, indicating the various amounts and the respective currencies];

(c) The discounts offered and the methodology for their application is:

Discount: If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]

(d) Our bid shall be valid for the period of time specified in ITB, from the date fixed for the commercial bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Submission Form]

g) Name: [insert complete name of person signing the Bid Submission Form] duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

h) Dated on ______, ____ [insert date of signing]

UNDERTAKING DOCUMENTS

From: M/s.____

No.:____

To: Managing Director Gujarat Agro Industries Corporation Limited Khet Udyog Bhawan Opp Old High Court Navrangpura Ahmedabad 380014 Email:

Sub: Supply of Miscellaneous Item under Rate contract (1/04/2013 TO 31/03/2014)

Ref: TENDER NOTICE No: 3 GAIC/AS&C/ Miscellaneous Items (1/04/2013 TO 31/03/2014)

Sir,

I/We enclose the priced tender form duly signed. Necessary documents as shown at **Page No: 16** are enclosed herewith (in order in which they are mentioned). The rates quoted are inclusive of excise duties and other charges. I/We have carefully read and understood the terms and the conditions stated in the tenders form and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of Delivery, etc. are acceptable to me/us and no representation will be made by me/us afterwards for altering the same. I/We further undertake to supply the goods to the consignees as per the terms of the A.T.

I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificates / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any state or Central Government or Constitutional authority or financial institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Direct Demand Officer or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the Government / Purchase Committee, Managing Director of Gujarat Agro Industries Corporation Limited Ahmedabad 380014.

Thanking you,

Yours faithfully

Date:

COMMERCIAL BID

- 1. Price bids must be sent in a separate sealed cover.
- Venue (Bid opening): Gujarat Agro Industries Corporation Limited Board Room, IInd Floor Khet Udyog Bhawan Opp Old High Court Navrangpura Ahmedabad 380014

3. <u>Price Bid attached at Annexure-1 to 7</u>

:

4. Price bids shall be accepted by physical mode only. No other mode of submission shall be acceptable.