

## Tender Notice

**Procurement of Field Kits notified in Rc. No. 45284/2009/PMU-I/3, Dt.**

**11.06.2010**

### **Terms and conditions**

1. Sealed tenders are invited for supply of “Field Kits to the Divisional Forest Officers at addresses mentioned below.

Sl. No.	Description of item	Specifications	Qty
1	A good quality field shoulder bag which is strong and water proof to hold all the tools, records and other material	Water proof good quality, 30-cm X 45-cm size with 2 pouches to hold calculator, pens etc.	6600
2	One 30 Mt. tape	‘Freeman’ make	600
3	One small tape of 1.5 Mts	Freeman’ make	6600
4	One calculator (10 Digits)	Casio or similar make	600
5	One Ink pad	Standard	6600
6	One Rope	10 Mt. Nylon	6600
7	Plastic folders	Water proof A3 size	13200
8	Registers	100 pages, ruled papers, hard bound.	2400

2. Tenders should be submitted in the form attached to these conditions before **3.00 PM** on **01.07.2010** in closed envelope duly sealed.
3. Clarifications if any can be obtained from the Addl. Principal Chief Conservator of Forests (CFM) (Mobile Number – 9491061062) between **10-30 AM and 5-00 PM** on any working day between **16/06/2010** and **30/06/2010**.
4. **A model for each item will be kept for display in room no. 623, Aranya Bhavan, Saifabad, Hyderabad – 500004.** Prospective tenderers are advised to inspect these models at anytime between 10.30 AM and 5.00 PM on any working day between 16<sup>th</sup> and 30<sup>th</sup> June 2010 and offer their tender accordingly for supply of items in conformity with the sample items displayed as above.
5. Single lumpsum amount should be submitted for all items together and amount should be mentioned in both number and words.
6. Amount quoted should be inclusive of all taxes, transportation and delivery at office of the Principal Chief Conservator of Forests, A.P., Aranya Bhavan, Hyderabad – 04.



18. **Tenders will be opened at 4.00 PM on 01.07.2010 in Office of the Principal Chief Conservator of Forests, Room No. 616, 6<sup>th</sup> Floor, Aranya Bhavan, A.P., Hyderabad** by the purchase committee constituted by the Principal Chief Conservator of Forests or any authorized officer. The Tenderer may choose to be present either in person or through an authorized representative at the time of opening.

19. Lowest quoted tender will be considered for acceptance subject to the samples enclosed with the tender being in conformity with the specifications and standard sample as stated above.

20. The undersigned reserves right to reject any Tender schedule if the same is

- i. Found not in proper form
- ii. Has corrections un attested
- iii. Not containing adequate proof as required under these conditions detailed above.

21. The successful Tenderer should sign the agreement on **Rs. 100/- (Rupees One Hundred only) Non judicial stamp paper** with in the time specified for supply of Field Kits as quoted in the Tender after which a work order will be issued to him for effecting supplies.

22. The successful tenderer who will be hereinafter called the Contractor shall give in writing his unconditional acceptance to the Work Order and commence supplies. All goods shall be supplied within 30 days of communication of work order.

23. The Principal Chief Conservator of Forests, A.P., Hyderabad will advise the successful tenderer to remit a further amount so that the amount along with the amount remitted earlier as E.M.D. will make up 10 % of the value of the contract. The amount equivalent to 10 % of the value of the contract shall be termed as “ Security Deposit” and will be retained by the Principal Chief Conservator of Forests, A.P., Hyderabad as Security till successful completion of contract and will be dealt with as hereunder.

24. On receipt of the amount towards Security Deposit, the Principal Chief Conservator of Forests, A.P., Hyderabad shall issue a Work Order setting forth the conditions and terms with dates of delivery.

25. The successful contractor who will be hereinafter called the Contractor shall give in writing his unconditional acceptance to the Work Order and commence supplies.

26. The Work Order stands automatically cancelled on the expiry of the delivery period stipulated, entailing levy of penalties mentioned in Clauses further below, unless the date of delivery is extended by the Principal Chief Conservator of Forests, A.P., Hyderabad.
27. The total cost of the items will be paid on supply of all goods and equipment and after verification of quality of goods supplied.
28. Goods and material ordered should be supplied to the Principal Chief Conservator of Forests within the dates fixed above failing which the tender shall be liable for cancellation. The time mentioned is for delivery at destination shall form the essence of contract.
29. The Principal Chief Conservator of Forests, A.P., Hyderabad reserves the right to reject any or all of the tenders without assigning any reasons thereof.
30. The Principal Chief Conservator of Forests, A.P., Hyderabad on receipt of consignment, shall verify and set forth defective supplies, if any, in writing to the Contractor, within **(30) days** from the date of supplies at destination.
31. The contractor shall arrange to repair or replace defective supplies at his own cost to the complete satisfaction of the Principal Chief Conservator of Forests, A.P., Hyderabad within a month from the date of receipt of intimation from the Principal Chief Conservator of Forests, A.P., Hyderabad setting forth the list of defects.
32. Payment will be made within 30 days of acceptance of the same after verification of defects by the Divisional Forest Officer Hyderabad on instructions from the Principal Chief Conservator of Forests.
33. The Work Order stands automatically cancelled on the expiry of the delivery period stipulated, entailing levy of penalties mentioned in Clauses further below, unless the date of delivery is extended by the Principal Chief Conservator of Forests, A.P., Hyderabad.
34. **Penalties**: Should the Contractor fail to deliver the material or any consignment thereof within period prescribed, or fail to rectify or replace defective supplies within a reasonable time after receipt of intimation, the Principal Chief Conservator of Forests, A.P., Hyderabad shall be entitled at his option to forfeit the Security Deposit in part or full at the discretion of the Principal Chief Conservator of Forests, A.P., Hyderabad.
35. Notwithstanding anything contained in terms of offer by tenderer / contractor, no suit in regard to any matter whatsoever, arising out of contract entered into by the Principal Chief Conservator of Forests, A.P., Hyderabad shall be instituted in any court



**Draft Agreement form for Supply of Work Kits**  
**ARTICLES OF AGREEMENT**

1. This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 2010 between the \_\_\_\_\_ through his authorized representative (herein after referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/O \_\_\_\_\_ resident of \_\_\_\_\_ (herein after referred to as the second party), to supply work kits as detailed in the schedule attached on the following terms and conditions.

2. The second party agrees to supply the work kits as detailed in the schedule annexed for an amount of Rs. -----(Rupees -----).

3. Within 30 days of completion of defect free supply of work kits as detailed in schedule annexed and upon receipt of bill for payment from the second party, the first party shall effect payment of amount as agreed above to the second party. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

4. Following specific terms and conditions of this contract as agreed by both the first and second party:

- a. The price mentioned in the Work Order is firm and no price variation on any account will be allowed.
- b. The period of delivery shall form the essence of Contract. The Work Order shall automatically stand cancelled entailing levy of penalties on the expiry of the stipulated delivery period unless extended by the second party.
- c. Supplies shall conform strictly to the specifications and details setforth in the schedule annexed.
- d. The second party, on receipt of consignment shall verify and setforth defective supplies, if any, any, in writing to the first party, within (30) days from the date of receipt of supplies at destination.
- e. The second party shall arrange to repair or replace the defective supplies at his own cost to the complete satisfaction of the first party within a month from the date of receipt of intimation from the first party and shall obtain a certificate therefore from the first party or from any officer authorised by the first party. Failure on the part of the second party to rectify the defects and supply defect free work kits as stated supra will entail the second party the penalty clauses mentioned further below.
- f. The date of receipt of Work Order shall be taken for purpose of determining delivery period.
- g. Notwithstanding anything contained in terms of the offer by the Supplier, no suit in regard to any matter what-so-ever, arising out of this contract shall be instituted in any

court save the Court of competent authority under the jurisdiction of the High Court of Judicature, Andhra Pradesh.

- h. The second party shall acknowledge the receipt of the Work Order and give his unconditional acceptance to the conditions before effecting supplies.
- i. The second party agrees to pay Security Deposit of Rs.....and such security deposit paid by the second party will be returned on application from the second party, within 2 months after the date of final payment of bills, or from the date of application by Contractor, or (2) months after the expiry of guarantee period whichever is later.
- j. The date of receipt of Work Order shall be taken for purpose of determining delivery period.
- k. Penalties:-Should the second party fail to deliver the material or any consignment thereof within the period prescribed, or fail to rectify or replace defective supplies within a period of (30) Days after receipt of intimation, the first party shall be entitled at his option to forfeit the E.M.D or S.D in part or full at the discretion of the first party. The second party shall be liable for any loss which the first party may sustain on that account but the second party shall not be entitled to any gain or repurchases made against default.

5. Dispute settlement: If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation. In the event of agreement not being reached , the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer, to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

## Schedule

### List of Goods to be supplied in the work kits

Sl. No.	Description of item	Specifications	Qty
1	A good quality field shoulder bag which is strong and water proof to hold all the tools, records and other material	Water proof good quality, 30-cm X 45-cm size with 2 pouches to hold calculator, pens etc.	6600
2	One 30 Mt. tape	'Freeman' make	600
3	One small tape of 1.5 Mts	Freeman' make	6600
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7	Plastic folders	Water proof A3 size	13200
8	Registers	100 pages, ruled papers, hard bound.	2400

Signature and seal of first party

Signature and seal of second party

Witness

i.

ii.



