



KARNATAKA FOREST DEPARTMENT
Deputy Conservator of Forests, Bidar Division, Bidar.

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NO: A1/BGT/PBs/Tender/CR-63/2019-20

DATED: 19.08.2019.

**TENDER FOR SUPPLY OF BLACK LDPE POLY SHEET FROM MANUFACTURING /
SUPPLY INDUSTRIES TO KALBURAGI CIRCLE**

TENDER REFERENCE	:	A1/BGT/PBs/Tender/CR-63/2019-20/3
DATE & TIME OF PRE-BID/TENDER MEETING	:	28-08-2019 at 11.30 AM, Venue: O/o the Deputy Conservator of Forests, Bidar Division, Near IMA Hall, K.E.B. Road, Bidar-585401.
DATE & TIME FOR DROP & QUALITY TEST	:	28-08-2019 at 1.30 PM to 3.30 PM by a team headed by the Assistant Conservator of Forests, Bidar Sub-Division, Bidar. Venue : O/o the Deputy Conservator of Forests, Bidar Division, Near IMA Hall, K.E.B. Road, Bidar-585401.
LAST DATE & TIME FOR RECEIPT OF TENDER	:	02-09-2019 at 1.00 PM
DATE & TIME OF OPENING TECHNICAL BID	:	04-09-2019 at 1.30 PM
DATE & TIME OF OPENING FINANCIAL BID	:	05-09-2019 at 2.00 PM
PLACE OF OPENING TECHNICAL & FINANCIAL BIDS	:	O/o the Deputy Conservator of Forests, Bidar Division, Bidar.
IN CASE NO BID IS RECEIVED ON THE SCHEDULED DATE; SECOND TIME TENDER IS CALLED ON : LAST DATE & TIME FOR RECEIPT OF TECHNICAL AND FINANCIAL BIDS	:	09-09-2019 at 1.00 PM
DATE & TIME OF OPENING TECHNICAL BID	:	10-09-2019 at 1:15PM
DATE & TIME OF OPENING FINANCIAL BID	:	11-09-2019 at 1:30 PM
ADDRESS FOR COMMUNICATION	:	O/o Deputy Conservator of Forests, Bidar Division, Near IMA Hall, K.E.B. Road, Bidar-585401. E-mail: dcfbidar@gmail.com Phone: 08482-226358

SECTION-1: INVITATION FOR TENDERS

No: A1/BGT/PBs/Tender/CR-63/2019-20

Date: 19.08.2019.

It is hereby notified, calling attention of the desirous tenderers/bidders of manufacturing/supply industries, for the supply of Black Low-Density Polyethylene

(LDPE) Poly sheet for raising of seedlings in nurseries in Kalaburagi Circle for various divisions as mentioned in Annexure – V for a period upto 31-03-2020.

The tender details are to be obtained through Website <https://www.eproc.karnataka.gov.in> . No manual tenders will be accepted and only valid bid submitted on e-procurement website will be considered for award of tender. All terms occurring in this notification are to be understood in the way they are defined there in.

The system followed will be “TWO-COVER” system *i.e.*, “TECHNICAL” & “FINANCIAL” bids have to be submitted through e-procurement portal only.

SCHEDULE

1)	Date & Time of pre-bid Meeting	:	28.08.2019 at 11.30 AM
2)	Date, Time for drop and quality test	:	28.08.2019 at 1.30 PM to 3.30 PM
	First time tender	:	
2)	Last date of tender Receiving	:	02.09.2019 at 1.00 PM
3)	Date of Technical Bid Open	:	04.09.2019 at 1.30 PM
4)	Date of Financial Bid Open	:	05.09.2019 at 2.00 PM
	Second time tender (If no successful bids are received on first time)		
5)	Last date of tender Receiving	:	09.09.2019 at 1.00 PM
6)	Date of Technical Bid Open	:	10.09.2019 at 1.15 PM
7)	Date of Financial Bid Open	:	11.09.2019 at 1.30 PM

SCHEDULE OF REQUIREMENTS (APPROXIMATE)

Black LDPE Poly sheet of 1.20 to 1.80 meter width & convenient length Rate to be quoted per Ton inclusive of Taxes

Sl. No.	Brief Description	Approximate Quantity (in tonne)	EMD (in Rupees)
1.	Black LDPE Poly sheet of 1.20 to 1.80 meter width & convenient length	15	10000.00
	Total	15	

1. The above quantities of requirement are only indicative and may vary as per actual requirement and budget allocation. And will be as per the orders placed time to time, by the various unit offices in the Kalaburagi Circle.
2. The bidder must submit a single bid, submission of more than one bid by the same bidder will attract disqualification.
3. The bidder should quote a single rate in rupees per tonne for supply of Black LDPE poly sheets of 1.20 to 1.80 meter width & convenient length. The material cost quoted

will be inclusive of handling charge and transportation cost and other costs *etc* and the materials are required to be delivered to the Head Quarters at the concerned Forest Ranges. The bid rates are to be quoted as tabled below, in a financial bid through e-procurement portal in the prescribed format of Annexure-II to this tender.

Sl. No.	Measurement (in inches)	Material cost (Rate per tonne inclusive of Transport, Handling & Delivery Charges etc.,) (In Rupees)	Taxes (Sale tax / VAT or any other taxes, levies etc.) (In Rupees)	Total cost (Rate per tonne) (In Rupees)
1	2	4	5	6
1	Black LDPE Poly sheet of 1.20 to 1.80 meter width & convenient length			

4. The rates of qualified bidders for supply of Black LDPE Poly sheet will be compared and lowest rate quoted (L1) will be awarded tender for supply of poly sheet. If, L1 fails to enter into agreement the option of calling re-tender or considering the L2 as successful tenderer is reserved with Tender Accepting Authority.
5. The rates as determined by this tender will be valid from date of award of tender till 31-03-2020.
6. The period of tender contract may be extended till required or the next arrangement made on mutual consent, on the same terms and condition of this tender.
7. Tender processing fee shall be remitted as per directions contained in the e-procurement portal. The processing fee is non-refundable.
8. EMD payments through e-payment mode shall be made as one single transaction and payments made in part are liable for rejection. Bids must be accompanied by Earnest Money Deposit (EMD) of the amount specified in the tender document.
9. The Technical Bids will be opened on 04-09-2019 at 1:30 PM. onwards. The Financial Bids of the technical stage qualified firms will be opened on 05-09-2019 at 2:00 PM. onwards.
10. If the above mentioned dates are declared as holiday for any reason, the subsequent working day shall be the Technical Bids/Financial Bids opening day as the case may be.
11. It is binding on the Successful tenderer to supply the same or superior quality of material as that of sample submitted during this tender process to the indenting Deputy Conservators of Forests. The Tender Inviting Authority/or the officer authorized by him will keep part of the sample submitted by the successful tenderers and the same will be used for comparison in case of any dispute later.
12. The Deputy Conservator of Forests, Bidar Division, Bidar is tender inviting Authority and the Chief Conservator of Forests, Kalaburagi Circle, Kalaburagi is the tender Accepting Authority and the Principal Chief Conservator of Forests (HOFF) is appellate Authority for this tender.

Section 2: Instruction to Tenderers (ITT) Table of Paras

(A) General

1.	Scope of Tender
2.	Eligible Tenderers
3.	One Tender per Tenderer
4.	Cost of Tendering
5.	Qualification of the Tenderer
6.	Disqualification of the Tenderer
	(B) Tender Documents
7.	Content of Tender documents
8.	Clarification of Tender Document
9.	Pre-bid/tender meeting
10.	Amendment of Tender documents
	(C) Preparation of Tenders
11.	Documents comprising the Tender
12.	Qualification Information
13.	Tender Prices
14.	Tender validity
15.	Earnest money deposit
	(D) Submission of Tenders
16.	Format & Signing of Tenders
17.	Modification and Withdrawal of Tenders
	(E) Tender Opening and Evaluation
18.	Opening of First Cover and evaluation to determine qualified Tenderers
19.	Opening of Second Cover of qualified Tenders
20.	Correction of errors
21.	Evaluation of Tenders
	(F) Award of Contract
22.	Award Criteria
23.	Tender Accepting Authority to accept any tender and to reject any or all tenders
24.	Notification & Confirmation award
25.	Performance Security Deposit
	(G) Agreement Procedure
26.	Procedure
27.	Salient features of AGREEMENT CONDITIONS for successful Rate Tenderers
	(H) Transaction
28.	Indent Order, Supply & Time schedule
29.	Bill Payment
	(I) Miscellaneous
30.	MSPMeS& NSIC
31.	Tender Inviting Authority/KFD shall not stand guarantee to any of the financial institutions
32.	Arbitration (Central, Domestic and International) Rules, 2012.
33.	Appeals

SECTION 2: INSTRUCTION TO TENDERERS (ITT)

A. GENERAL

1. Scope of Tender:

- a. The Deputy Conservator of Forests, Bidar Division, Bidar (Referred to as Tender Inviting Authority in this document) invites tender following Two Cover tender procedure, from eligible tenderers (manufacturing/supply industries), for the supply of *Black LDPE Poly sheet* detailed in the Table (Schedule of Requirements) given in the Invitation for Tenders (IFT). The tenderers shall submit tenders for the works detailed in the table given in IFT.
- b. For the purpose of this tender, Deputy Conservator of Forests, Bidar Division, Bidar has been nominated as Tender Inviting Authority, Chief Conservator of Forests Kalaburagi Circle, Kalaburagi is the Tender Accepting/Rejecting Authority and Principal Chief Conservator of Forests (Head of Forest Force) will be the Appellate Authority.
- c. Rate in rupees per tonne of *Black LDPE Poly sheet* is to be quoted for successful award of this tender. The rate as determined by this tender will be valid from date of award of tender till 31-03-2020.
- d. The period of tender contract may be extended till required or the next arrangement made on mutual consent, on the same terms and condition of this tender.
- e. Canvassing or pressurizing or any type of interferences at any stage of tendering process will attract disqualification or rejection of technical or financial bids of such tenderers/firms.

2. Eligible Tenderers:

- a. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- b. Tenders from Joint ventures are not acceptable.
- c. Conditional Tenders will not be accepted.

3. One Tender per Tenderer:

Each tenderer shall submit only one bid for this tender. A tenderer who submits or participates in more than one bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested), shall be treated as non-responsive and will be disqualified.

4. Cost of Tendering

The tenderer shall bear all costs associated with the preparation and submission of his/her/their bid, and the Tender Inviting Authority is not responsible and liable for those costs.

5. Qualification of the Tenderer

All Tenderers shall upload the required information accurately in e-portal along with necessary scanned copy of the document, duly signed by the authorized signatories, supporting the qualification criteria with sufficient detail in Para No 12.

6. Disqualification of the Tenderer

Tenderers meeting the criteria's in Para 12, are subject to be disqualified, if they have:

- a. made misleading or false representations in the forms, statements and attachments

- submitted in proof of the qualification requirements; and/or
- b. record of poor performance such as abandoning the contract, inordinate delays in supply, litigation history, or financial failures etc.; and/or

B. TENDER DOCUMENTS

7. Content of Tender Documents

- a. The documents shall have all the Sections as in the content. The tenderer should go through the tender document and submit the technical and financial bids through e-procurement portal (online) after downloading the tender document.
- b. This tender notification is subject to the Government Orders and directions of the Government of Karnataka/Principal Chief Conservator of Forests (Head of Forest Force) issued from time to time.

I. Size and Quality specifications of Black *LDPE Poly sheets*

- i) The Supplier shall supply Black LDPE Poly sheet certified by legally authorized agency conforming to IS: 2508-84 of Bureau of Indian Standards. The supplier shall not supply the Poly sheet manufactured from the recycled material. During the course, if it is found that the supplied materials were made from recycled material, the Performance Security Deposit of the concerned supplier will be forfeited to the department and the supplier shall be black listed and declared not eligible to participate in the e-Tender of Karnataka Forest Department Poly sheet supply process for the next three Financial years.
- ii) Black LDPE Poly sheet Specification:

Measurement (in inches)	Supply Details
Black LDPE Poly sheet of 1.20 to 1.80 meter width & convenient length	Keeping in view the durability, sheets must be fabricated using raw material of reliable quality. No recycled material to be used and Measurement should be uniform and accurate.

NOTE: The Black LDPE Poly sheet is required to be in use for long period in the forest nurseries under the sun and rain. They must withstand its shifting, transportation & weight of full grown seedlings in beds. The quality of material should be superior and no recycled material to be used and Measurement should be uniform and accurate.

8. Clarification of Tender Documents

A prospective tenderer requiring any clarification of the tender documents may notify the Tender Inviting Authority in writing or by e-mail (hereinafter “mail” includes e-mail and facsimile) at the Tender Inviting Authority’s address/ e-mail ID indicated in the invitation to tender. The Tender Inviting Authority will respond to any request for clarification which he receives prior to the deadline for receipt of tenders.

9. Pre-Bid/Tender meeting:

- a. The tenderer or his/her/their authorized representative is invited to attend a pre-bid meeting which will take place at O/o the Deputy Conservator of Forests, Bidar Division, Near: IMA Hall, K.E.B. Road, Bidar on the date & time mentioned in e-procurement portal.

- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c. Non-attendance at the pre-bid meeting will not be a cause for disqualification of the tenderer.

10. Amendment of Tender documents

- a. Before the deadline for submission of tenders, the Tender Inviting Authority may modify the tender documents by issuing addenda.
- b. Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal which tenderers should download.
- c. In order to allow prospective tenderer/s reasonable time in which to take the amendment into account in preparing their tenders, the Tender Inviting Authority, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF TENDERS

11. Documents Constituting the Tender:

The tender uploaded online through e-Procurement Portal by the tenderer shall be in two covers and shall contain the documents as follows:

a. First Cover (only online):

- i) Earnest Money Deposit (EMD) and Tender Processing Fee: on line payment as specified in the e-procurement portal.
- ii) Qualification Information as per Technical Bid Form given in Annexure I. [Authorization Form (only if applicable) given in Annexure III]
- iii) General eligibility criteria.

b. Second Cover (only online):

- i) Financial Bid Form given in Annexure II

Note: The validity of bid for this tender shall remain open for acceptance for a period of not less than 90 days from the last date of receipt of bids. If any tenderer withdraws his/her/their bid before the said period (or) makes any modification in the terms and condition of the bid, the EMD at the time of submission of bid shall be forfeited.

12. Qualification Information

- I. To qualify for award of this contract, each tenderer in his/her/their name should submit the following particulars: (Fill the Annexure-I *i.e.* Technical Bid Form; sign, scan and upload in e-procurement platform. The tenderer shall upload the documents which are clearly filled without any ambiguity.)
 - a) Certificate of Registration/ownership of the manufacturing/supplying industry issued by competent authority/Department of Industries and Commerce, specifically mentioning LDPE Polythene bags.
 - b) Authorization form/letter: In the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized (as per authorization form in Annexure-III) by

the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified) [Note: Supplies for particular item as per schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturers for the same item of the schedule in the tender will be treated as non-responsive.]

- c) Location of the manufacturing/supply industry office with full postal Address, Telephone and Fax Nos. & e- mail ID.
- d) GST Registration issued by the competent authority and GST Clearance Certificate form as on or after 31-03-2019.
- e) Income tax clearance certificate issued by the competent authority for the assessment year 2018-19.
- f) Type and quality specifications of the products produced by the industry.
- g) Installed and operational capacity and technology adopted by the manufacturing industries.
- h) Raw material source and arrangements the industry currently has to procure the raw material. Connected documents are to be enclosed, duly indicating limitations if any in this regard.
- i) Official Bankers of the manufacturing industry with due certificate from the Bank.
- j) Any tenderer claiming concession mentioned in the tender Para 30; if eligible shall upload the document / proof of such eligibility. If not eligible, it has to be clearly written as "not eligible" in the bid form and any one document mentioned above to be uploaded again for the e-Tender system to continue.
- k) Employees/workers' strength in the manufacturing/supplying industry.
- l) Particulars of the individual authorized to deal with the Department indicating the status/position of the individual in the manufacturing industry along with the name in full and postal address, telephone and fax numbers & e-mail ID. The details of will be attested by the proprietor of the firm and signature should also be attested by the proprietor of the firm.
- m) A copy of the Income tax PAN card of the tenderer. The name of the tenderer and the PAN card holder should be the same. In case it is different, the bid will be rejected on technical grounds.
- n) Supply/Business particulars of the manufacturing industry for the years 2018-19 indicating the details of quantities supplied to different departments/ firms/ along with the dates of supply (Invoice copies may be enclosed).
- o) Samples of Black LDPE Poly sheet shall be submitted to *O/o Tender Inviting Authority* before the last date for receipt of tenders and scanned copy of the acknowledgment shall be uploaded in e-procurement portal, otherwise bid will be rejected on technical grounds. [Note: Ensure that the following details are printed with indelible rubber stamp on poly sheet: (a) Firm name (b) Tender No. (c) Size. The tenderer shall also sign on each sample with permanent marker and submit the sample.] It is binding on the Successful tenderer to supply the same or superior quality of material as that of sample submitted during this tender process to the intending Deputy Conservators of Forests. The Tender Inviting Authority/or the officer authorized by him will keep part of the sample submitted by the successful tenderers and the same will be used for comparison in case of any dispute later.
- p) The supplier should obtain satisfactory Certificate from the Government Department/ Private firms to whom he has supplied materials during the year 2018-19 with regard to the quality of the materials and timely supply and submit along with the tender application.

- II. **Additional Tests/Checks:** In addition to above information/document; the Tender Inviting Authority or any officer authorized by Tender Accepting Authority to conduct following tests/checks to find out the quality of the sample submitted:
- a) **Quality test - Physical verification for discoloration, any print mark, use of recycled material, measurement of size, uniformity, thickness etc.,**
- III. The above quality tests/checks will be conducted on 28-08-2019 from 1:30 PM to 3.30 PM at DCF office, Near: IMA Hall, K.E.B. Road, Bidar, by the team headed by the Assistant Conservator of Forests, Bidar Sub-Division, Bidar. The Participating tenderers / bidders or their legal / authorized representative are required to be present and observe these tests and checks. No separate communication will be made in this regard. The bidders are also instructed to Deposit samples of poly-sheet on the same date to the above mentioned officer.
- IV. The Successful participants will be issued certificate in this regard after conducting the tests. The bidders are required to upload the certificate issued along with Annexure-I on e-procurement portal for qualifying in the technical bid.
- V. The technical bids will be evaluated on the basis of the above uploaded information and documents and tests/checks results. No information or documents other than that uploaded will be considered.
- VI. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its bid.

13. Tender Prices

- a. **Single Rate to be quoted in Rupees per tonne inclusive of taxes, handling and transportation (delivering the material to Range Headquarters) charges (Prices shall be quoted in Indian Rupees).**
- b. **Rate in Rupees per kilogram of *Black LDPE Poly sheet* is to be determined by receiving Rate Tenders from such of the short listed participants. The rates to be determined will be valid from date of tender till 31-03-2020. Rate quoted will be inclusive of taxes, handling charge and transportation cost *etc.*, Materials to be delivered to the Head Quarters at the concerned Forest Ranges.**
- c. **The tender will be awarded on the 'Total cost' per tonne, as quoted in column 5 of the Form prescribed in Annexure-II to this tender, i.e. Rate will be inclusive of the material cost and all the prevailing taxes & levies etc.**

If there is any change in taxes during the agreement period, the increment in the taxes (as prevailing on the day of delivery of supplies) will be borne by the bidder.

14. Tender Validity

- a. **Tenders shall remain valid for a period not less than ninety days (90) after the deadline date for tender submission specified in this notification. A tender valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.**

- b. In exceptional circumstances, prior to expiry of the original time limit, the Tender Accepting Authority may request that the tenderers may extend the period of validity for a specified additional period. The request shall be made in writing or by e- mail. A Tenderer agreeing to the request will not be required or permitted to modify his/her/their tender, but will be required to extend the validity of his/her/their EMD for a period of the extension, and in compliance with Para 15 in all respects.
- c. The period of tender contract may be extended till required or the next arrangement made on mutual consent on the same terms and condition of this tender.

15. Earnest Money Deposit (EMD)

- a) The tenderer shall furnish, as part of his/her technical bid, Earnest Money Deposit (EMD) to the like sum of Rs. 10,000/- (Rupees Ten Thousand) only to be paid in a single transaction as through any of the following five modes only. I) Credit card II) Debit Card III) NEFT (National Electronic Fund Transfer) IV) OTC (Over the Counter) V) Net Banking.
- b) EMD shall have to be valid for 45 days beyond the validity of the tender.
 - i. However, *eligible tenderers for concession of EMD as per 30 (c) of this tender notification have to pay full EMD of Rs. 10,000.00 (Rupees Ten thousand) only which will be refunded/adjusted towards performance security deposit after completion of the tendering process.*
 - ii. Tenders will be evaluated/downloaded only on confirmation of receipt of the payment of EMD in the Government of Karnataka central pooling account and the payment of tender processing fee.
 - iii. Any tender not accompanied by an acceptable EMD and not secured as indicated in Sub-Para 15.a) above shall be rejected by the Tender Accepting Authority/Officer authorized as non-responsive.
 - iv. The EMD of successful tenderers will be considered as Performance Security Deposit till completion of the Tender period.
 - v. Unsuccessful tenderers' earnest money deposit will be discharged/returned as promptly as possible.
- c) The earnest money deposit may be forfeited:
 - i. If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - ii. If the Tender does not accept the correction of the Tender Price, pursuant to Para 20; or
 - iii. In the case of successful Tenderer, if the Tenderer fails within the specified time limit to
 - (1) sign the Agreement; or
 - (2) furnish the required Security deposit
 - iv. If the documents submitted by tenderer found to be misleading / forged / fake.

D. SUBMISSION OF TENDERS

16. Format and Signing of Tenders

Electronic submission of Annexure-I (Technical Bid Form) and Annexure-II (Financial Bid Form) should be clearly filled without any ambiguity, signed, scanned and uploaded before date & time specified in this notification through e-procurement portal only.

17. Modification & Withdrawal of Tenders

- a. E-portal does not have the option for modification/withdrawal after the deadline for submission of Tenders
- b. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Para14 above may result in the forfeiture of the earnest money deposit pursuant to Para 15.

E. TENDER OPENING & EVALUATION

18. Opening of First Cover and evaluation to determine qualified Tenderers

- a. The Officer/s authorized by the Tender Accepting Authority will open online the First Cover of all the Tenders received through e-procurement portal. In the event of the specified date of First Cover opening being declared a holiday, the Tenders will be opened at the time and date on the next working day.
- b. The Tenderers names, the payment confirmation of EMD, the submission of qualification information and such other information may be notified if needed.
- c. The tenderer may be asked to submit the original documents which are uploaded in e-procurement portal to the Officer/s authorized by the Tender Accepting Authority for verification in case of discrepancies.
- d. Additional Tests/Checks specified in Para 12 shall be carried out apart from the evaluation of the Qualification Information in order to determine the tenderers qualification.

19. Opening of Second Cover of qualified Tenderers

- a. The Officer/s authorized by the Tender Accepting Authority will open online the Second Cover of Qualified Tenderers received through e-procurement portal. In the event of the specified date of Second Cover opening being declared a holiday, the Tenders will be opened at the time and date on the next working day.
- b. The Tenderers names, the Tender prices, and such other details may be notified if needed.

20. Correction of Errors

- a. Tenders determined to be substantially responsive will be checked by the Officer/s authorized by the Tender Accepting Authority for any arithmetic errors. Errors will be corrected as follows:
 - i. Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
 - ii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- b. The amount stated in the Tender will be adjusted by the Officer/s authorized by the Tender Accepting Authority in accordance with the above procedure for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Para 15.c.

21. Evaluation of Tenders

- a. The Officer/s authorized by the Tender Accepting Authority will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Para 10 & 11.
- b. In evaluating the Tenders, the Officer/s authorized by the Tender Accepting Authority will determine for each Tender the evaluated Tender Price by adjusting the Tender Price by effecting corrections for errors pursuant to Para 20.
- c. The Officer/s authorized by the Tender Accepting Authority reserves the right to accept or reject any variation, deviation, or alternative offer.

F. AWARD OF CONTRACT

22. Award Criteria

Subject to Para 23, the Tender Accepting Authority will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Para 2, and (b) qualified in accordance with the provisions of Para 12.

If, L1 fails to enter into agreement the option of calling re-tender or considering the L2 as successful tenderer is reserved with Tender Accepting Authority.

23. Tender Accepting Authority to accept any tender and to reject any or all tenders

Notwithstanding anything in Para 22, the Tender Accepting Authority reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Tender Accepting Authority's action.

24. Notification & Confirmation of Award

- a. Prior to the expiration of the period of bid validity, the Tender Accepting Authority will notify the award of contract to the successful tenderer in writing by registered letter or by e-mail or fax, that its bid has been accepted.
- b. Within 10 days of receipt of the notification, the successful tenderer shall confirm the award of contract with an acknowledgement and present the Performance Security Deposit as per Para 25 below to the Tender Accepting Authority.
- c. The successful tenderer is not assured of any minimum order merely because he/she/they have been successful in the bidding and declared successful.

25. Performance Security Deposit

- a. Pursuant to Para 24 on receipt of notification of award from the Tender Accepting Authority, the successful tenderer shall furnish the performance security deposit to the Tender Accepting Authority for an amount of Rs. 50,000/- valid up to 60 days after the date of completion of performance obligations in accordance with the Conditions of Contract, in the form (Bank Guarantee) acceptable to the Tender Accepting Authority.
- b. Failure of the successful tenderer to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Tender Accepting Authority may make the award to the next lowest evaluated tenderer or call for new tenders.
- c. The performance security may be forfeited, if a tenderer:
 - i. withdraws his/her bid during the period of tender validity specified by the Tender Inviting Authority on the Tender Form; or does not accept the correction of errors pursuant to Para 20 above or

- ii. in case of a successful tenderer, if the tenderer fails to confirm the Contract in accordance with Para 24; or to furnish performance security in accordance with Para 25 a.

Note: EMD of Rs.10,000/- (Rupees Ten Thousands) paid by the supplier would be considered as part of the performance security Deposit in respect of successful tender. It will be released to the supplier after 60 days after the date of completion of performance obligations.

G. Agreement Procedure

26. Procedure

- a. The successful tenderer/s shall execute an agreement, with the Chief Conservator of Forests, Kalaburagi Circle, Kalaburagi or any officer authorized by him within 3 days (Three days) of furnishing the performance security deposit, on a non-judicial stamp paper of Rs. 200/- to be purchased by the successful “tenderer”.
- b. Failure of the successful tenderer to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Tender Accepting Authority may make the award to the next lowest evaluated tenderer or call for new tenders.
- c. The EMD shall be forfeited and such tenderer/s will be black listed and declared not eligible to participate in the e-tender of Karnataka Forest Department polythene Poly sheet supply process for the next three financial years. In this regard decision of the Tender Accepting Authority/CCF Kalaburagi Circle, Kalaburagi is final.
- d. In the event of any of the above-indicated days happening to be declared as holidays by the Government, the process shall automatically get shifted to the next working day.

27. Salient features of AGREEMENT CONDITIONS for successful Rate Tenderers. Agreement Conditions are enclosed as Annexure-IV.

28. Indent Order, Supply & Time schedule:

- a. The supplies should be in accordance with the quantities indented by the respective Deputy Conservators of Forests during the specified period of 2019-20 depending on the budget grants and approvals accorded as per the Annual Programme of Operations of respective Forest division/s.
- b. At the time of supply of material to the indenting Deputy Conservator of Forests, the successful “tenderer” must ensure that the material has to be of approved specifications as per this notification. The supplies of approved quality are to be made within 15 days from the date of receipt of the indent from any Forest Division. The supplies are to be delivered to the headquarters of the respective Forest Ranges of the respective Forest Divisions as listed in the Annexure – V.
- c. If the indenting DCF or officer authorized by the DCF finds that any of the material supplied is of sub-standard quality, he/she shall reserve the right to reject the whole or part of the consignment/material, within 15 days from the date of receiving the delivery of the supplies and ask the supplier to replace the consignment with that of the specified quality, within 10 days failing which the contract of concerned supplier will be automatically cancelled. Failure of the successful tenderer to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security deposit, in which event the Tender Accepting Authority may instruct the indenting DCF to purchase the material from the other supplier at the risk and cost of the original supplier.

Note: The orders of supply indented from any of the Deputy Conservators of Forests shall not constitute authorization by the Karnataka Forest Department to the manufacturing/supplying industries to enter into any financial or other commitments with any public or private institutions. All such transactions are purely at the sole risk of the concerned manufacturing industries only.

29. Bill Payment:

The indenting Deputy Conservator of Forests will endeavor to take action to settle the bills on receipt of the supplies. After receipt of the report from the Officer, the indenting DCFs should take action to release 90% of the bill amount if the supplies are of approved specifications as per this notification, subject to release of budget from the Government. The Concerned Head Quarters Range Forest Officer/Officer authorized by the indenting DCF should keep some samples (approximately ½ kg) of the PBs of different size upto 6 months (with code). During the course, if the supplied materials are found to be sub-standard, he/she should intimate the concerned DCFs. The DCFs should forfeit the balance 10% of the bill amount and intimate the Tender Accepting Authority to cancel the agreement made with the concerned supplier. In the event, if the supplier opposes/litigates the action of the Deputy Conservator of Forests, the samples of the concerned consignment may be sent to Central Institute of Plastics Engineering and Technology (CIPET), Mysore for detailed examination of the quality of the material. The charges levied by the CIPET, Mysore for quality check shall be borne by the concerned supplier. The opinion given by the CIPET, Mysore shall be final. In case, the agency submits the result quoting that the supplied material is of sub-standard quality and not as per the approved specifications of this notification, action will be taken to cancel the agreement and to forfeit the performance security deposit.

30. MSMes & NSIC

Further as per Notification /Circular dated 08.03.2011 issued by the office of the Development Commissioner, Small Scale Industries, Ministry of MSME Government of India, New Delhi-110011 and Ministry of Commerce, Department of Supply, New Delhi and MSME Act, 2006 and as per Government circular No. CE 850 ವೆಚ್ಚ 12/5 dated 29.12.2015 the following benefits are extended to Micro and small enterprises (MSE) registered with National small Industries corporation limited (NSIC) a public Sector undertaking under the administrative control of MSMes.

- a) Goods manufactured by Micro and small Enterprise located in the State shall be given fifteen percent price preference against the large and Medium industries of the State and Industries of other States during Government Departments purchases.
- b) In a tender where the tenderers are both from the State of Karnataka as well as from outside the State of Karnataka the Sales Tax/ Vat shall be excluded for the evaluation of the price.
- c) Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenders sets free of cost, exempting from payment of Earnest Money Deposit during purchases by all Government Department and State owned PSUs.
- d) Waiver of Security Deposit to the monetary limit for which the unit is registered and Price Preference upto 15% to MSEs over the quotation of large scale units.

Note: Tenderers claiming any of the above concessions shall produce documents / proofs for any such concessions. However, they have to pay full EMD of Rs. 10,000.00 (Rupees Ten thousand) only, which will be refunded / adjusted towards performance security deposit after completion of the tendering process.

- 31. The Tender Inviting Authority/Karnataka Forest Department shall not stand guarantee to any of the financial institutions/ Banks, raw material supply agencies, power supply authorities, Pollution Control Board agencies, municipalities etc. for any of their transactions / dealings. It is the responsibility of the successful Rate Tenderer to obtain clearances to the satisfaction of the concerned organizations. Any disruption, arising in the polythene Poly sheet supplies, on account of any of the above violations, the manufacturing / supplying industry cannot advance it as a reason for not meeting the supply schedule.**
- 32. Any disputes or claims raised on account of this agreement both the parties have agreed to solve the disputes through one or more arbitrators appointed for this purpose under Arbitration (Central, Domestic and International) Rules, 2012.**
- 33. Appeals:**
- All appeals connected to the successful Rate Tender, Bank Guarantee and Rate Tendering process shall lie with the PCCF (HOFF). For any disputes, arising after the supplies or connected to supply indents, appeals shall lie with the Chief Conservator of Forests, Kalaburagi Circle, Kalaburagi.**

**Deputy Conservator of Forests,
Bidar Division, Bidar**

ANNEXURE –I

Supply of Black LDPE Poly sheet to determine Rate per tonne of Black LDPE Poly sheet from manufacturing/Supply Industries to Kalaburagi Circle

“E” TENDER TECHNICAL BID FORM

From

Sri./Smt./M/s

To

**Deputy Conservator of Forests,
 Bidar Division,
 Bidar.**

Sir

In response to the e-tender Notification NO: A1/BGT/PBs/Tender/CR-63/2019-20, Dt: 19-08-2019. I / We hereby submit the following information for kind perusal and further needful action.

Sl. No.	PARTICULARS	SUBMITTED/ NOT SUBMITTED
1	Name of the manufacturing industry, address, year of Registration & the Registering Authority certificate.	
2	Authorization form/letter: Tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized (as per authorization form in Annexure-III) by the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified)	
3	Full postal address of the office of the manufacturing industry with Telephone and Fax Nos. & e-mail address.	
4	GST Registration particulars & year upto which assessment orders are issued by the Competent Authority. (Enclose Clearance Certificate up to 31/03/2019)	
5	Year upto which Income Tax Clearance orders are issued by the competent authority. (Enclose Clearance Certificate up to 2018-19)	
6	Type/size and technical quality specifications of the products produced by the manufacturing industry. (Enclose Technical Quality specification details)	
7	Operational and Installed capacity of the manufacturing industry. Technology adopted by the manufacturing industry.	
8	Source of raw material and arrangements the manufacturing industry currently has to procure the	

	raw material. (Enclose the connected documents)	
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9	Official Bankers of the manufacturing industry. (Enclose the Certificate issued by the Bank)	
10	Whether tenderer is eligible for any concession mentioned in the tender condition 30. If eligible document / proof of such eligibility to be uploaded. If not eligible, it has to be clearly written as “not eligible” in the bid form and any one document mentioned above to be uploaded again for the e-Tender system to continue.	
11	Employee/workers strength in the manufacturing industry.	
12	Copy of the Income Tax PAN Card of the tenderer	
13	Particulars of the individual authorized to deal with the Department indicating the status/position of the individual in the manufacturing industry along with the Name in full and Postal address, Telephone and Fax Numbers &E-mail address.	
14	Supply/Business particulars of the manufacturing industry for the years 2017-18 and/or 2018-19 (Please enclose the details of invoice copies supply to depts. and other firms).	
15	Acknowledgment copy of the submission of samples of the materials (obtained from the Deputy Conservator of Forests / Assistant Conservator of Forests, Bidar Sub-Division, Bidar).	
16	Satisfactory Certificate from the concerned depts. and firms along with the documents in regard to the quality of materials timely supplied during 2017-18 and/or 2018-19.	
17	Quality Test Results	

Note: For Sl. No. 1-16 tenderers shall enclose necessary documents and write as “Submitted or Not submitted”. And for Sl.No.17 to write “Qualified or Not qualified”, and enclosed qualified certificate issued by the Deputy Conservator of Forests / Assistant Conservator of Forests, Bidar Sub-Division, Bidar after passing the above test as conducted on 28.08.2019.

I/We certify that the information provided above is factual and true. Further, I/We have read the notification dated: 19.08.2019 of the O/o the Deputy Conservator of Forests, Bidar Division, Bidar and conversant with the various requirements & conditions.

Place :

Date :

Seal and Signature of the
Authorized individual
Name:

(incapital letters)

ANNEXURE – II

Supply of Black LDPE Poly sheet to determine Rate per tonne of Black LDPE Poly sheet from manufacturing/Supply Industries to Kalaburagi Circle

“E” TENDER FINANCIAL BID FORM FOR SUPPLY OF LDPE POLYTHENE BAGS

From

Sri./Smt./M/s
.....
.....

To

**Deputy Conservator of Forests,
Bidar Division,
Bidar.**

Sir

In response to the e-tender Notification NO: A1/BGT/PBs/Tender/CR-63/2019-20, Dated: 19-08-2019. I/We hereby offer my/our rate for Black LDPE Poly sheet as detailed below.

Black LDPE Poly sheet (Rate to be quoted per tonne, inclusive of taxes, handling and transportation charges etc.)

Sl. No.	Measurement (in inches)	Material cost (Rate per tonne inclusive of Transport, Handling & Delivery Charges etc.,) (In Rupees)	Taxes (Sale tax / VAT or any other taxes, levies etc.) (In Rupees)	Total cost (Rate per tonne) (In Rupees)
1	2	4	5	6
1	Black LDPE Poly sheet of 1.20 to 1.80 meter width & convenient length			

In offering this Tender, I/We hereby agree to abide by the conditions as detailed in the E-Tender Notification NO: A1/BGT/PBs/Tender/CR-63/2019-20, Dated: 19-08-2019.

Place:

Date:

**Seal and Signature of the
Authorized Individual
Name:**

(in capital letter)

ANNEXURE-III

MANUFACTURERS' AUTHORIZATION FORM

No. _____ **dated** _____

To _____

Dear Sir:

Tender No. _____

We (Manufacturers name) who are established and reputable manufacturers of (LDPE Poly Bags) having factory at (address of factory) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above Tender No. No company or firm or individual other than M/s are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific tender. (This para should be deleted in simple items where manufacturers sell the product through different stockiest.) We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this tender.

**Yours faithfully,
(Name) (Name of manufacturers)**

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the tenderer in its tender.



KARNATAKA FOREST DEPARTMENT

ANNEXURE - IV

Supply of Black LDPE Poly sheet and to determine Rate per ton of Black LDPE Poly sheet from manufacturing/Supply Industries to Kalaburagi Circle.

*** * * * ***

Salient features of AGREEMENT CONDITIONS for the successful Rate Tenderers

- 1. For the purpose of this tender agreement period shall be from the date of agreement till 31.03.2020.**
- 2. Supplies shall be in accordance with the approved specifications prescribed in the Tender Notification NO: A1/BGT/PBs/Tender/CR-63/2019-20, Dated: 19-08-2019 and quantity indicated in the indent shall be placed by the respective Deputy Conservator of Forests as specified in Annexure-V during the agreement period.**
- 3. The successful Rate Tenderer/s or tenderer/s hereinafter referred to as “Supplier” shall ensure that the supplies strictly be made within a period of 15 days from the date of receiving the indent from the concerned Deputy Conservator of Forests.**
- 4. Materials indented are to be delivered to the Range headquarters of the respective Forest Divisions annexed to this agreement at the cost of the manufacturing/supply industry.**
- 5. If the indenting Deputy Conservator of Forests or officer authorized by the DCF, on such inspection/investigations/enquiries finds that any of the material supplied is of sub-standard quality he/she shall have right to reject the whole or part of the consignment/material within 15 days from the date of receiving the delivery of the supplies and direct the supplier to replace it within 10 days, Failure of the supplier to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security deposit, in which event the Tender Accepting Authority may instruct the indenting DCF to purchase the material from the other supplier at the risk and cost of the original supplier, also the supplier shall be black listed against participating in the Karnataka Forest Department’s Polythene Poly sheet supply process for the next three financial years.**
- 6. The supplier shall furnish the performance security to the Tender Accepting Authority for an amount of Rs. 50,000/-, valid up to 60 days after the date of completion of performance obligations in accordance with the Conditions of Contract, in the form (Bank Guarantee and shall be issued by a Nationalized Bank having its branch at Kalaburagi) acceptable to the Tender Accepting Authority.**
- 7. Bill payment :**

The indenting Deputy Conservator of Forests will endeavor to take action to settle the bills on receipt of the supplies. After receipt of the report from the Officer, the indenting DCFs should take action to release 90% of the bill amount if the supplies are of approved specifications as per this notification, subject to release of budget from the Government. The Concerned Head Quarters Range Forest Officer/Officer authorized by the indenting DCF should keep some samples (approximately ½ kg) of the LDPE PBs of different size upto 6 months (with code). During the course, if the supplied materials are found to be sub-standard, he/she should intimate the concerned DCFs. The DCFs should forfeit the balance 10% of the bill amount and intimate the Tender Accepting Authority to cancel

the agreement made with the concerned supplier. In the event, if the supplier opposes/litigates the action of the Deputy Conservator of Forests, the samples of the concerned consignment may be sent to Central Institute of Plastics Engineering and Technology (CIPET), Mysore for detailed examination of the quality of the material. The charges levied by the CIPET, Mysore for quality check shall be borne by the concerned supplier. The opinion given by the CIPET, Mysore shall be final. In case, the agency submits the result quoting that the supplied material is of sub-standard quality and not as per the approved specifications of this notification, action will be taken to cancel the agreement and to forfeit the performance security deposit.

8. The performance security furnished to the Tender Accepting Authority for an amount of 5% of the Contract Value shall be valid up to 60 days after the date of completion of performance obligations and the EMD of Rs. 10,000/- (Rupees Ten Thousands) paid by the supplier would be considered as part of the performance security Deposit in respect of successful tenders. It will be released to the supplier after 60 days after the date of completion of performance obligations.
9. The DCF, Bidar /Karnataka Forest Department shall not stand guarantee to any of the financial institutions/Banks, raw material supply agencies, power supply authorities, pollution control board agencies, municipalities etc. It is the responsibility of the successful Rate Tendered manufacturing Industry to obtain clearances to the satisfaction of the concerned organizations. In case of any disruption, in the supply of Poly sheet on account of any of the above violations, the manufacturing Industry cannot advance it as a reason for not meeting the supply schedule.
10. The orders of supply indent from any of the Deputy Conservators of Forests shall not constitute an authorization by the Karnataka Forest Department to the manufacturing Industry to enter into any financial or other commitments with any public or private institutions. All such transactions are purely at the sole risk and responsibility of the concerned manufacturing industry only.
11. In the event of any dispute regarding supplies, appeal shall lie with the Chief Conservator of Forests, Kalaburagi Circle, Kalaburagi.
12. In the event if any inferior material is supplied, contrary to the agreed quality and in violation of the terms and conditions of the agreement/contract, the Department reserves right to cancel the said contract, and not make any payment for such inferior product, besides initiating appropriate action under the tender conditions and law.
13. This tender Notification is subject to the Government Orders and directions of the Government of Karnataka / the Principal Chief Conservator of Forests (Head of Forest Force) issued from time to time.
14. All conditions enumerated in the detailed e-Tender Notification which is not reproduced above shall be part and parcel of this agreement.
15. The period of tender contract may be extended till required period or the next arrangement made on mutual consent, on the same terms and condition of this tender
16. Any disputes or claims raised on account of this agreement both the parties have agreed to solve the disputes through one or more arbitrators appointed for this purpose under Arbitration (Central, Domestic and International) Rules, 2012.

ANNEXURE – V

Supply of LDPE Poly sheet to determine Rate per tonne of black LDPE Poly sheet from manufacturing/supply industries to Kalaburagi Circle

Sl. No	Name of the Forest Division	Head Quarters of the Forest Ranges	Designation of the Indenting Officer	Approx. Distance from concerned Division Head Quarter.
1	Research Range, Bidar	Bidar	Research Range Forest Officer, Bidar	0
2	Watershed Department (Forest Wing)	Bidar	Assistant Conservator of Forests, Water Shed Dept. Bidar	0
3	Bidar Territorial Division	Aurad Range	Deputy Conservator of Forests, Bidar Division, Bidar	38
		Bhalki Range		35
		Bidar Range		0
		B'kalyan Range		80
		H'bad Range		50
4	Kalaburagi Territorial Division	Kalaburagi Range	Deputy Conservator of Forests, Kalaburagi Division, Kalaburagi	0
		Aland Range		50
		Chincholli Range		80
		Chitapur Range		60
		Chincholli WL Range		80
	Watershed Department (Forest Wing)	Kalaburagi	Assistant Conservator of Forests, Water Shed Dept. Kalaburagi	0
5	Raichur Territorial Division	Raichur Range	Deputy Conservator of Forests, Raichur Division, Raichur	0
		Devdurga Range		65
		Manavi Range		50
		Lingsugur Range		90
	Watershed Department (Forest Wing)	Raichur	Assistant Conservator of Forests, Water Shed Dept. Raichur	0
	Research Range, Raichur	Raichur	Research Range Forest Officer, Raichur	0
6	Yadagiri Territorial Division	Yadagiri Range	Deputy Conservator of	0

Sl. No	Name of the Forest Division	Head Quarters of the Forest Ranges	Designation of the Indenting Officer	Approx. Distance from concerned Division Head Quarter.
		Shorapur Range	Forests, Yadagiri Division, Yadagiri	50
	Watershed Department (Forest Wing)	Yadagiri	Assistant Conservator of Forests, Water Shed Dept. Yadagiri	0
7	Bidar Social Forestry Division	Aurad SF Range	Deputy Conservator of Forests, SF Division, Bidar	38
		Bhalki SF Range		35
		Bidar SF Range		0
		B'kalyan SF Range		80
		H'bad SF Range		50

8	Kalaburagi Social Forestry Division	Kalaburagi SF Range	Deputy Conservator of Forests, SF Division, Kalaburagi	0
		Jawargi SF Range		35
		Aland SF Range		50
		Chincholli SF Range		80
		Sedam SF Range		30
		Chitapur SF Range		60
9	Raichur Social Forestry Division	Raichur SF Range	Deputy Conservator of Forests, SF Division, Raichur	0
		Sindhanur SF Range		70
		Devdurga SF Range		65
		Manavi SF Range		50
		Lingsugur SF Range		90
10	Yadagiri Social Forestry Division	Yadagiri SF Range	Deputy Conservator of Forests, SF Division, Yadagiri.	0
		Shahapur SF Range		35
		Shorapur SF Range		50

**Deputy Conservator of Forests
Bidar Division, Bidar.**