

**Tender notice for Supply of SBT 530 gms Jute Bags for Packing of Soyabean**

**Mahakisan Vriddhi APCL invites** Tender from reputed Jute-Millers/ dealers / Suppliers of the Jute-Millers for supply of **SBT 530 gms gunny bags** for onward dispatch to procurement centers in the State of Maharashtra. **Only Jute Millers/ dealers/ Suppliers of the Jute-Miller/ distributors/s is allowed to participate in the Tender for supply of Gunny Bags.**

Empanelled Jute Mills/authorised dealers of the Jute-Mills can submit their bids till **07.12.2024** up to **04:00** PM at through registered post/speed post/physical submission. Tender finalization will be carried out on the same day along with matching with L1 rates will be finalised through **e-mail communication** wherein tenderers will be provided a fixed time window to provide the confirmation on the same.

Tender terms & conditions can be obtained from MAHAKISAN VRIDDHI APCL website on payment of Rs. 500/- per form + GST @ 18%. **Empaneled Bidders can ask for tender document from Mahakisan Vriddhi APCL at [mkvapcl@gmail.com](mailto:mkvapcl@gmail.com) OR download the Tender terms & conditions from Mahakisan Vriddhi APCL website [www.mahakisan-vapcl.org](http://www.mahakisan-vapcl.org)** The **Tender fees (non-refundable) of 500 INR, (Five Hundreds only) + GST @ 18% by means of NEFT/ DD/ Pay Order has to be made in favour M/s. Mahakisan Vriddhi APCL before submitting their bids in the Tender. Bidders have to pay the tender fee on or before the last date of submission of bids otherwise it shall be treated as rejected.** Further a demand draft for **Rs. 1,00,000.00 (Rs. One Lakh Only)** in favor of Mahakisan Vriddhi APCL payable at Amravati towards earnest money to be submitted at the time of submission of Tender. No adjustment will be made against previously submitted EMD. **MSME will be exempted from tender fee and EMD on submission of the documents in this regard. However, MSME will have to deposit security amount of Rs. 1,00,000.00 (Rs. One Lakh only) when they are awarded order for supply of gunny bags or adjusted against advance payment.**

**The bank account details are as follows:**

Mahakisan Vriddhi Agro Producer Company Limited

Current A/C No: 042805007884

IFSC Code: ICIC0000428

Bank & Branch: ICICI, Amravati Branch, Amravati

Director  
MAHAKISAN VRIDDHI APCL,  
Amravati  
Tel. No. 9765353575/ 9284668837

## **TABLE OF CONTENTS**

1. Schedule of tender (SOT)
2. Important instructions for procurement
3. Detailed terms and conditions of the bid

**SCHEDULE OF TENDER (SOT):**

a.	MODE OF TENDER	<b>Tender no.:</b> MKV_POD/Tender/GunnyBags/001 Bid through registered post/ speed post/ physical submission at MAHAKISAN VRIDDHI APCL Amravati office.
b.	Notice available for parties to view	<b>From 04.12.2024</b>
c.	Last date and time of remittance of Tender Fee	<b>07.12.2024 up to 02:00 PM</b>
d.	Last Date for deposition/ Remittance of EMD amount	<b>07.12.2024</b>
e.	Start date and time of submission of Techno-Commercial Bid and price Bid	<b>04.12.2024 at 11:00 AM</b>
f.	Last date and time of submission of Techno-Commercial Bid and price Bid	<b>07.12.2024 up to 04:00 PM</b>
g.	Matching with L1 rates through e-mail communication (In case there is no reverse auction)	<b>To be communicated later</b>
h.	Place of opening of Tender (Technical and Commercial)	<b>Mahakisan Vriddhi Agro Producer Company Limited (Mahakisan Vriddhi APCL ) Shegaon-Rahatgaon Road, Priya Township, Amravati- 444 603. Tel No:9765353575/ 9284668837</b>

## **2. Important instructions for procurement**

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

### **1. Process of Tender:**

**A) Registration:** The process involves vendor's registration with MAHAKISAN VRIDDHI APCL through email [mkvapcl@gmail.com](mailto:mkvapcl@gmail.com) which is free of cost. Only after registration, the vendor(s) can submit his/their bids. This submission of bids shall be done through speed post/ courier.

- i. Vendors are required to register themselves online with MAHAKISAN VRIDDHI APCL by sending email at [mkvapcl@gmail.com](mailto:mkvapcl@gmail.com)
- ii. Vendors will receive a mail confirming the registration in their email which has been provided during filling the registration form.

For specific queries/ clarifications, please contact MAHAKISAN VRIDDHI APCL , Amravati

**Contact person (MAHAKISAN VRIDDHI APCL ): Ms. Bhushan Bonde Mobile: 97655353575**

1. HELPDESK Number for any technical assistance–
  - A. Mr. Bhushan Bonde, CEO, MAHAKISAN VRIDDHI APCL Amravati, Mobile No. 97655353575 email: [mkvapcl@gmail.com](mailto:mkvapcl@gmail.com)
  - B. Ms. Manjiri Ghom Director, MAHAKISAN VRIDDHI APCL Amravati Mobile:9284668837 , email: [mkvapcl@gmail.com](mailto:mkvapcl@gmail.com)
2. The tender will be opened physically on specified date and time as given in the NIT.
3. All entries in the tender should be entered in Price Bid Formats without any ambiguity.
4. All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by MAHAKISAN VRIDDHI APCL . Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MAHAKISAN VRIDDHI APCL (i.e. Service Provider).
5. Tender cannot be accessed after the due date and time.
6. Bidding in Tender:
  - a. The process involves physical submission of Bid.
  - b. The NIT/ Documents shall be available for download at MAHAKISAN VRIDDHI APCL website [mahakisan-vapcl.org](http://mahakisan-vapcl.org).
  - c. The bid cannot be revised once the Final Submission by the bidder. However, if the bidder wishes to change his bids then he may re-submit the same only in downwards bidding.
  - d. During the entire Tender process, the bidders will remain completely anonymous to one another and also to everybody else.

- e. The Tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
  - f. All physical bids submitted during the Tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by MAHAKISAN VRIDDHI APCL will form a binding contract between MAHAKISAN VRIDDHI APCL and the Bidder.
  - g. MAHAKISAN VRIDDHI APCL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
  - h. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the Tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
  - i. Unit of Measure (UOM) is indicated in the Tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the Tender floor/tender document.
- 7. Any order resulting from this Tender shall be governed by the terms and conditions mentioned therein.
  - 8. No deviation to the terms & conditions are allowed.
  - 9. MAHAKISAN VRIDDHI APCL has the right to cancel this Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
  - 10. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [mahakisan-vapcl.org](http://mahakisan-vapcl.org) of MAHAKISAN VRIDDHI APCL .
  - 11. The bidders should submit all the documents required (if any) as per terms of NIT. Any other document submitted which is not required as per the terms of the NIT shall not be considered.
  - 12. The bid will be evaluated based on the filled-in Price bid formats.
  - 13. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.
  - 14. The bid will be evaluated based on the filled-in technical & commercial formats. All the L1 Bid/Bids received against any lot shall be considered.

Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose bids meet the requirements under this Tender Document shall be declared as the “Technically Qualified Bidders”.

<b><u>Qualification Criteria</u></b>	<b><u>Documents required:</u></b>
Bidder should be a registered company/firm under the companies act 1956 and should have a valid registered office in India with a valid GST Tax registration.	Article of Association/ Certificate of Registration/ By-Laws Certificate of Incorporation PAN Card Copy GST Registration Certificate Shop Act/ Firm Registration copy
The Bidder should not be currently blacklisted by any State/ Central government/ Semi Govt, PSUs as on the bid submission date.	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector)
The bidder should have average turnover of at least Rs. 2 Crores for last three financial year.	Audited/Certified financial statements and Annual Report of 2021-22, 2022-23 & 2023-24 if any
Other Documents	Proof of tender fee payment Proof of EMD payment Signed tender document

## **Detailed Terms and conditions of the BID**

### **A. Scope of supply:**

1. New Small B-Twill Gunny bags as per specification (Weight 530 gms) for packing of Soyabean of 50 Kg. There should be no spillage from the filled bag during the normal handling/ transit etc.

Note:

1. BIS test methods shall be applicable.
2. Transportation for supply of gunny bags to various districts to be arranged by the Jute Miller/dealer of the jute-miller/ Distributors/Supplier.
3. Independent Surveyor agencies will be appointed by Mahakisan Vriddhi APCL, and inspection will be carried out at a particular Jute Mill/ dealer of the jute-miller/ Distributors/Suppliers by surveyor agencies.

### **B. Quantity & Branding:**

**Bulk** quantity of Small B-Twill **may be required** as per BIS specification for onward dispatches to various districts for packing of Soyabean to be procured under PSS Scheme of Govt. of India.

Each bag expected to have marked with “**Manufactured in India**”. The Gazetted notification of Ministry of Textiles vide notification dated 06.06.2022 under reference no. S.O. 2601(E) shall be applicable to our tender terms and conditions. **Further, the mill name should be printed in each and every SBT 530 gms bags. In addition to this branding may be different as per the consignee requirement and the same will be intimated while issuance of work order.**

The quantity mentioned in the work order to the successful Jute Mills/ authorized dealer of the jute-mills/ distributors would be purely indicative and not guaranteed and quantity can be decreased/ increased/ abolished by the purchaser.

### **C. Delivery Period:**

The gunny bags are to be supplied within prescribed time period from the date of placement of work order for supply by MAHAKISAN VRIDDHI APCL .

### **D. Rate quotation:**

The bags are required to be delivered to consignee centre point by transportation and after duly checking the quality by reputed inspection agency. The basic rates per 100 bags F.O.R destination quoted shall be inclusive of branding charges, transit insurance of goods, statutory taxes, transit cost, inspection, loading & unloading, supervision charges.

Empaneled Jute Mills/ authorized dealers of the Jute-Mills/ distributors shall have to take transit insurance of the Gunny bags being sent to various consignees. Bill shall be raised by supplier/ empaneled jute mills/ authorized dealers of the Jute-Mills/ distributors in favour of MAHAKISAN VRIDDHI APCL inclusive at approved F.O.R rate.

**Jute Mills/ authorized dealers of the Jute-Mills/ distributors need to bid for a minimum quantity of 10 Lakhs pcs with variation of +/- of 20% in total and MAHAKISAN VRIDDHI APCL reserves the right to place the work order according to it's requirement.**

**E. Tender Fee:**

Tender fees (non-refundable) of **Rs. 500/- + GST @ 18 %** in the form of DD/ Pay Order/in Cash in favour of “MAHAKISAN VRIDDHI APCL” payable at Amravati shall have to be deposited in this office within the scheduled time i.e. before commencement of Tender, as mentioned in the Tender Notice. **Tender without tender fees as referred above, shall not be accepted.**

**F. E.M.D:**

**An EMD of Rs. 1,00,000/- (One Lakh only) is to be deposited in the form of DD/ Pay order** in favour of “MAHAKISAN VRIDDHI APCL ”. REFUND of EMD: The EMD of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder. EMD so deposited shall not accrue any interest. However, as per law, MSME is exempted from submitting EMD for any tender. This amount of Rs. 1 lakh will be treated as security deposit instead of EMD. This Security deposit will be credited after allocation of work or adjusted against advanced paid to successful bidder. **Tender without EMD, shall not be accepted.**

**G. E-Way bill:**

Jute Miller/ authorized dealers of the Jute-Mills/ distributors have to submit E-Way bill along with consignment note/Tax Invoice.

**H. Security:**

EMD deposited by the successful bidder **shall** be treated as security deposit. Such security deposit shall be refunded after successful execution of the order. If the supplier fails to supply the quantity as per order & **Tender conditions**, the security deposit shall be liable to be forfeited and the **supplier** will be black listed.

**I Inspection:**



The inspection of goods shall be carried out by the Surveyor agencies appointed by the MAHAKISAN VRIDDHI APCL to ascertain the quality of material primarily. **Inspection will be carried out at a particular jute mill/ authorized dealers of the Jute-Mills/ distributors by surveyor agencies on rotations basis. The Surveyor shall be appointed by Mahakisan Vriddhi APCL and surveyor charges shall be borne by the Jute miller/authorized dealers of the Jute-Mills/ distributors.** The inspection shall be carried out before loading into trucks. The report of inspection so carried out shall form the part of dispatch intimation, in lack of which the consignment may be rejected.

**J. Payment term:**

- 1) 25% of the payment shall be released as advance.
  - a) 25% will be after successful delivery at destination.
  - b) 50% of the payment shall be released after 30 days of receipt of complete material, survey report and other required documents. Each bill should have clean transport challan showing the stock movement, inspection report of surveyor.
  - c) Deduction of TDS as per **Income Tax/GST Act, as applicable** shall be done, certificate shall be issued by MAHAKISAN VRIDDHI APCL in favour of the supplier jute mills/ authorized dealers of the Jute-Mills/ distributors.
- 2) Payment condition Other than J.1.a & J.1.b will be negotiable.

**K. Procedure for Evaluating the Tender:**

F.O.R rates are to be filled in proper place of Tender. For the purpose of evaluation bid, total rate per bag, exclusive of GST shall be considered whereas the payment shall be made as per the total rate per bag, inclusive of all taxes.

**L. Validity of Offer:**

Offer (BID) shall be valid for a period of 90 days from the date of opening of Tender during which no escalation in the rates will be allowed. The demand of the gunny bags for procurement may be so high that if the L1 party is not in a position to supply the entire quantity, MAHAKISAN VRIDDHI APCL can negotiate with other participants to supply the gunny bags as per Tender terms & conditions at L1 rate if they are interested to do so.

**M. Indemnity:**

The Jute Millers/ dealers/ Suppliers of the Jute-Mills/ distributors shall indemnify MAHAKISAN VRIDDHI APCL and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract or contract of PSS procurement for which above required

Jute bags are to be supplied, due to breach of obligations under this contract and the failure to comply with statutory/ mandatory provisions pertaining to the contract by the jute millers in respect of the services provided etc. whatsoever.

**N. Holiday Listing:**

The jute millers/ authorized dealer of jute mills are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with MAHAKISAN VRIDDHI APCL in such matters. Also, while participating in the tender and performing the contracts, Agencies are required to meet certain performance criteria and adherence to the terms and conditions of the tender. MAHAKISAN VRIDDHI APCL shall have the right to remove from the list of approved / empaneled Agencies or to ban business dealings, if any jute millers/ authorized dealer of the jute mills has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by MAHAKISAN VRIDDHI APCL shall be applicable in the context of all tender floated and consequently, all Orders / Contracts / Purchase Orders placed, by MAHAKISAN VRIDDHI APCL .

**O. Integrity Pact (IP)**

Integrity Pact as decided by MAHAKISAN VRIDDHI APCL has to be signed by the Applicant as per Annexure

**P. Applicable law, Jurisdiction and Dispute resolution.**

- 1) This Tender document and its terms and conditions shall be constituted and the legal relation between the parties hereto shall be determined and governed accordingly to the laws of Republic of India and only courts at High Court of Mumbai shall have the jurisdiction in all matters arising out of/touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding.
- 2) All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion falling which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended upto date) or any other statutory amendments/ modification thereof for the time being in force. The venue of the arbitration shall be at Amravati, India and language of Arbitration shall be English. **In case of arbitration, the cost of Arbitration shall be beared by both parties equally.**

- 3) Nothing contained in this clause shall prevent the MAHAKISAN VRIDDHI APCL from seeking interim injunctive relief against the Licensee in the Courts having jurisdiction over the parties.

### **General Terms and Conditions**

1. The empaneled bidder shall have to carefully study and understand the conditions, specification and technical requirement of the bags to be supplied. If Jute mill/ authorized dealer of jute mill has any doubt about the meaning of any term, conditions, or specification etc., then Jute mill should refer to the MAHAKISAN VRIDDHI APCL and get clarification **before participating in Tender.**
2. **Arrangement for transportation for supply of gunny bags to various nodes in Maharashtra as well as inspection of goods which is to be carried out by surveyor agencies has to be made by the Jute Miller/ authorized dealer of jute Mill/ Distributors. The Jute Miller/ authorized dealer of jute Mill/ Distributors has to submit the F.O.R bill.**
3. GST and Clearance Certificate: No manufacturer, who is not registered under the GST Act prevalent in the State, where his business is located, shall participate in Tender. The GST No. should be quoted and a GST Certificate from the commercial tax officer of the circle concerned shall be submitted along with the certified copy of Registration Certificate, without which the Tender may not be considered.
4. The Tenderer shall not sublet the supply awarded to **it to other miller/s** OR authorized dealers of the Jute-Mills/ distributors.
5. **Only Jute Millers/ dealers/ Suppliers of the Jute-Mills/ distributors are allowed to participate in the Tender for supply of Gunny Bag.** The successful Tenderer shall have to supply the material within the specified time schedule at the time of issuing Purchase Order (PO). In case, he fails to do so, the MAHAKISAN VRIDDHI APCL shall be at liberty to get the supply from any other agency at the risk and cost of the Tenderer.
6. In case the supply of the material is found to be sub-standard or not as per the norms/ specification, it shall be rejected and the PO shall be cancelled by forfeiting EMD/ Security, which shall be acceptable to successful bidder.
7. At the time of filling the Tender it is to be ensured by the Tenderer that each page has been signed by them, towards its acceptance **of terms & condition.**
8. MAHAKISAN VRIDDHI APCL reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this Tender document does not in any way commit or otherwise obliges MAHAKISAN VRIDDHI APCL to proceed with all or any part of Tender process. The Tender is not the subject of any process of contract or any contractual obligations between MAHAKISAN VRIDDHI APCL and prospective Miller/ authorized dealer of the jute miller/ Distributors.
9. If the successful Tenderer fails to supply the material, MAHAKISAN VRIDDHI APCL shall be at liberty to arrange the same either by inviting fresh Tenders or by any other alternative means, at the risk and cost of the successful Tenderer.

10. In case, the supply is delayed due to some reason or the other, the liquidated damages for delay shall be imposed, that shall be acceptable to Tenderer.
11. In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of the **gunny bags** which the Tenderer has failed to supply.
- |         |  |     |
|---------|--|-----|
| a.) (i) | Delay up to one fourth period of the prescribed delivery period              | 1%  |
| (ii)    | Delay exceeding one fourth but not exceeding half of the Prescribed period   | 2%  |
| (iii)   | Delay exceeding half but not exceeding three fourth of the Prescribed period | 5%  |
| (iv)    | Delay exceeding three fourth of the prescribed period                        | 10% |
- b.) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c.) The maximum amount of liquidated damages shall be 10%.
- d.) If the supplier requires extension in time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e.) Delivery period may be extended with or without liquidated damages if the delay in supply of goods is on account of hindrances beyond the control of the Tenderer or any force measure reasons.
12. In case the supply of material is found substandard or not as per the norms, the supplier will lift the stock at his own cost within 7 days. The rejected bags will lie at the risk and cost of the supplier with purchaser. Losses incurred in this process shall be in supplier account only.
13. If a Tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Tender is liable to summarily rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Tender issued by consignee
14. MAHAKISAN VRIDDHI APCL reserves the right to accept or reject any or all Tenders partially or fully without assigning any reason thereof. The quantity of supply as mentioned above may be revised as per requirement.
15. If deemed fit, MAHAKISAN VRIDDHI APCL shall depute its representative for inspection of material at Tenderer's site prior to its dispatch for which the Tenderer should have no objection.
16. The dispatch is of time bound supply for which work orders will be issued to L1/ L1 matching Jute mills based on their dispatch performances.

17. The settlement of administrative charges should be cleared by different empaneled jute mills/ authorized dealer of the jute mill before releasing of 10% payment as per our tender terms & conditions.

Ref:

Date:

To

**Director,  
Mahakisan Vriddhi APCL,  
Amravati**

**Sub: Submission of offer for supply of New Small B-Twill Gunny bags as per BIS specification –reg.**

With reference to your advertisement appeared on \_\_\_\_\_ in \_\_\_\_\_ for purchase of new SBT gunny bags as per **BIS specification**, we are submitting our offer, and agree as under::

1. We are submitting this offer (Proposal) on our own.
2. We agree to abide by the terms and conditions of the Tender.
3. We agree to abide this offer **for a period of 90 days from the due date** \_\_\_\_\_ fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. We understand that Mahakisan Vriddhi APCL is not bound to accept any or all offer it may receive.
5. We are enclosing the following:
  - i. We enclosed herewith P.O./DD No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_,.....(Bank Name) for Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_) on account of Earnest Money Deposit, as per terms and condition of offer.
  - ii. Attested copy of PAN / TIN No./**GST No.** of the firm / company.
  - iii. Letter of Authority issued by Firm / Company in favour of the person signing the documents.
  - iv. Brief profile of the establishment.

Signature

Name :

Designation :

Seal /Rubber Stamp of the Firm / Company:

## **TENDER FORM**

Tender Form = Rs. \_\_\_\_\_

Tender Form No. ...

(Non-refundable)

Ref:

Date:

**Director,  
Mahakisan Vriddhi APCL,  
Amravati**

**Sub: Submission of offer for supply of new Small B-Twill gunny bags as per BIS specification**

Dear Sir,

With reference to your advertisement appeared on \_\_\_\_\_ in \_\_\_\_\_ for purchase of small B-twill gunny bags as per BIS specification, we are submitting our offer, and agree as under:-

Name of the Miller/ Dealer / Distributors/ Suppliers .....

Rate = F.O.R Rate  
Quantity in Lacs

**For Small B-Twill Gunny Bags for Various Destination:**

**(Bids to be submitted in tender document)**

Name of Consignee	Qty. to be supplied in total (No. of bags)	F.O.R. rate with loading (per 100 bags)Before Tax SBT 530 gms	F.O.R rates for delivery (per 100 bags)inclusive all taxes SBT 530 gms
MAHAKISAN VRIDDHI APCL , Shirala, Amravati	200000		
MAHAKISAN VRIDDHI APCL , Kalmanuri, Hingoli	300000		
MAHAKISAN VRIDDHI APCL , Manwat, Parbhani	200000		
MAHAKISAN VRIDDHI APCL , Nilanga, Latur	300000		

Enclosed please find herewith P.O./DD No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
.....

(Bank Name) for Rs. 500/- (Rupees Five Thousand only) + GST @ 18% towards cost of Tender Form.

Thanking you,

Yours faithfully,

Name:

Designation:

Seal/ Rubber Stamp of the Firm/ Company



## **Annexure- I**

### **INTEGRITY PACT**

MAHAKISAN VRIDDHI AGRO PRODUCER COMPANY LIMITED registered under the provisions of the Companies Act, 2013 having its corporate office at Priya Township Amravati, India through its director (hereinafter referred to as the "The Principal", as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART

#### **And**

a Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013 (In case of Partnership Firm, the intending bidders shall submit a self-attested copy of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending Bidder shall submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary) through its Director/Partner/Proprietor Mr./Mrs. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART

### **PREAMBLE**

- A. The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).
- B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

### **Article 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.

- c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Article 2 – Commitments of the bidder (s) / Contractor(s)**

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s)/Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
  - e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

### **Article: 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability or credibility in question, the **Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the laid down procedure.**

### **Article: 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Article: 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

### **Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.
2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)** If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Article: 8 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Chief Executive Officer, MAHAKISAN VRIDDHI APCL .
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non- Disclosure of confidential Information’ and of ‘Absence of Conflict of interest ‘. In case of any conflict of interest arising out at a later date, IEM shall inform the Chief Executive Officer, MAHAKISAN VRIDDHI APCL and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chief Executive Officer, MAHAKISAN VRIDDHI APCL within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chief Executive Officer, MAHAKISAN VRIDDHI APCL a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Executive Officer, MAHAKISAN VRIDDHI APCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word “Monitor” would include both singular and plural.

**Article 9 – Pact duration**

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chief Executive Officer, MAHAKISAN VRIDDHI APCL.

**Article 10 : Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Amravati.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the jute miller is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of bidder/Contractor)

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 :

(Name & Address) \_\_\_\_\_

Witness 2 :

(Name & Address)