

TERMS AND CONDITIONS REGARDING TENDER NOTICE FOR DISPOSAL OF 'C' CLASS JUTE BAGS OF KRIBHCO SEED/OTHER FROM KRIBHCO SEED PLANT, MULLANPUR (LUDHIANA)

- KRIBHCO shall mean "Krishak Bharati Cooperative Limited.
- Material shall means 'C' class bags of KRIBHCO seed i.e. 50 Kg Jute bags =34933 Nos., 40 Kg Jute bags =1700 Nos., Cloth Bag 15 Kg = 728 Cloth Bag 10 Kg = 2336 totaling **39697 bags**.
- 'CONTRACT ORDER' means the contract arising out of the acceptance of tender by KRIBHCO for the above said purpose.
- 'PARTY' means the successful tenderer whose tender has been accepted by KRIBHCO.
- 'BAGS' means 'C' class bags of 50 kg,40Kg, 15 Kg, 10Kg capacity used for KRIBHCO seeds/Other brands.
- Contract order shall come in force on the date of which KRIBHCO sends it acceptance to party.
- Not with standing anything to the contrary contained in the tender notice issued the contract order shall be governed entirely by the terms and conditions herein stipulated.
- The period of contract order shall by one month from the date of award of contract during this period. The party will have to lift the entire C class bags as per the tender, KRIBHCO may, however, at its discretion extend the period of release orders.
- The rates for lifting of 'C' class bags are to be charged on the basis of tender notice accepted.
- The rates quoted in the tender shall be **EXCLUSIVE** of all taxes etc. Rates will be quoted net rate for per bag and shall be valid for 90 days.
- The release order will be issued to the party on receipt of payment in advance in the shape of demand draft payable in the name of **Krishak Bharati Cooperative Limited, Payable at Chandigarh**. The party has to deposit the entire amount of the quantity mentioned in the tender notice.
- The validity of release order of lifting of 'C' class bags will be 30 days from the date of issue of R.O.
- The lifting by the party will be done on Ex-warehouse basis & no handling & transportation cost there on shall be born by KRIBHCO.
- The stock will be lifted as and where basis without permission of segregation.
- The 'C' class bags shall be defaced before further using.
- The party will deposit the earnest money of Rs. 5000/- in the form of demand draft in favour of **Krishak Bharati Cooperative Limited payable at Chandigarh** along with the quotation/tender.
- In case of breach of any of the terms & conditions by the party the EMD/Security can be forfeited & contract can be terminated.
- In case of any dispute arising out during the contract period the matter will be referred to the Managing Director KRIBHCO who shall act sole arbitrator & his decision will be final & binding on both the parties.
- The terms & conditions are subject to force majeure clause default in the performance by the party shall be considered.
- Conditional tender will be rejected and the party will certify & declare that none of my/our group/associate/sister concern is participating in the tender.
- KRIBHCO Management reserves the right to reject any or all the tender without as assigning any reason.
- Tender received without EMD will be rejected. There should be separate envelop for EMD & price bid/quotation & terms & conditions.
- No cheque will be accepted for EMD.

Signature
Authorized Representative of Party
With Seal
