

## Annexure – IX

### AGREED TERMS & CONDITIONS

Tender No. & Date \_\_\_\_\_

#### A. Details of Bidder

Bidder Name:

Offer Ref: Contact Person:

Telephone No: Signature:

Fax No: E-mail:

#### B. Definitions

1. “Purchaser” means the Managing Director, JMHIDPCL Jharkhand or his authorized representative.
2. “Bidder” means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. “Site” means the premises of the purchaser or any other place as decided by the Purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with unpriced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.**

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	<b>C. Technical</b>	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data,	

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	wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished	
	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax on %age of basic price to arrive at landed price in D2 above.	
4.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
5.	Confirm acceptance of Delivery Period as indicated under relevant clause of the bid document.	
6.	Confirm acceptance of relevant payment terms specified in the bid document.	
7.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
8.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
9.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP or Control Price if any	
10.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's	

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	responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
11.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of 24 months from the date of order.	
12.	Confirm acceptance of Part Order.	
13.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
14.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
15.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
16.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
17.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
18.	Confirm that the offer shall be valid for a period of	

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	180 days from the date of bid opening.	
19.	Confirm that supplier will be responsible for arranging Road Permits for dispatch of consignments to Jharkhand	

SIGNATURE : .....

NAME & DESIGNATION : .....

DATE : .....

NAME & ADDRESS OF THE FIRM : .....