

1. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions

In these general condition of contract, the following terms shall have the meaning herein assigned to them except where the context otherwise requires:-

a) Company

Company shall mean **Jharkhand Silk, Textile and Handicraft Development Corporation Ltd.** (A Govt. of Jharkhand Undertaking) and shall include its executors, successors, administrators, partners and permitted assigns.

b) Transporter

Transporter shall mean the person, firm or body corporate who enters into the contract with the Company and shall include its executors, successors, administrators, partners and permitted assigns.

c) Contract

Contract shall mean this work order with the Annexure specifications, the accepted price or schedule of rates as the case may be, along with all the general and special conditions of Contract.

d) Specification

Specification shall mean the specification attached to the work order or contract and shall include the latest issues of the relevant *Indian standard specification* or *equivalent specifications* of any other country acceptable to the Company. It shall also include the companies' standard specification and applicable statutory rules.

1.2 General

- a) The rates will remain firm during the operational period and no escalation shall be permissible & payable.
- b) Conditional rate shall not be considered.
- c) Performance Security to be provided by the Contractor in form of unconditional Bank Guarantee shall be issued by any **Nationalized/ Commercial/ Scheduled Bank** @ 1% of the agreed average annual quantum of Work Order price or Rs. 1.00 lakh which ever be minimum. Such security shall then be returned after expiry of the operational period.
- d) The tender will be opened in presence of the Contractor/representative(s), if any, in the office chamber of the **Managing Director, Jharkhand Silk, Textile and Handicraft Development Corporation Ltd. at 3.30 p.m. on 10.03.2017. (Friday)**
- e) No mobilization advance shall be paid against this work.
- f) Transporter should have their head office/branch office at Jharkhand.
- g) A non-refundable demand draft of Rs. 1000/- (Rupees one thousand only) for bid documents and demand draft of 25000/- (Rupees twenty five thousand only) as earnest money (refundable) drawn on any bank in the name of "Jharkhand Silk Textile and Handicraft Development Corporation Ltd." payable at Ranchi must be submitted along with the tender/ bid. The tender without said demand drafts, all India permit, TIN certificate, Service Tax Registration Certificate, last 2 years of Income Tax Return, shall not be considered. Non submission of said documents may lead to rejection of bidder/participant.
- h) The Transporter must submit their bid in three envelopes:-

Envelop 1 – “Technical Bid”

- Demand Draft of Rs. 1000/- (Rupees One thousand only) for bid documents.
- Demand Draft of Rs. 25,000/- (Twenty five thousand only) as earnest money.

Envelop 2 – “Financial Bid”

- ‘Financial Bid’ shall be filled up as per prescribed format.

Envelop 3 – In A4 envelop (final envelop) there should be Technical Bid & Financial bid.

- Technical bid will be opened first and the financial bids of tenders, qualifying in Technical bids only, shall be opened for further evaluation.
- The Managing Director, Jharcraft reserves the rights to cancel/reject any or all tenders without assigning any reason.
- Conditional tenders shall not be accepted.

1.3 Taxes & Duties

- a) Income tax at sources from all payments due under this contract shall be deducted in accordance with the prevailing Income Tax Act from time to time.

1.4 Arbitration

- a) Any disputes arising out of this Contract shall be referred to the sole arbitrator i.e. Managing Director, Jharkhand Silk Textile and Handicraft Development Corporation Ltd., who may further appoint any person not below the rank of Deputy General Manager and there shall be no objection if arbitrator, so appointed, is an employee of Jharkhand Silk Textile and Handicraft Development Corporation Ltd.

1.5 Jurisdiction

- a) This work order is governed by the Indian Laws for time being in force. The court of Ranchi alone shall have exclusive jurisdiction in all matters arising out of this work order.

1.6 Termination

- a) The Company reserves the right to terminate this work order by giving 10 days clear notice. However, in case of gross negligence by the Contractor, work order can be terminated without any notice and Contractor shall not be entitled to any compensation on this account.

1.7 Quality of Work

The Transporter is expected to supply professional qualified and experienced personnel as per the requirement of the company. Their services on unsatisfactory performance may be returned here with immediate effect without any compensation.

1.8 Contract Period

The contract period will be initially for one year which may be extended for two years on satisfactory performance at mutually agreed negotiated rate.

1.9 The Validity of rate

The rate quoted should remain valid till the contract period.