



Directorate of Horticulture,
Gujarat State, Krishibhavan,
Sector-10 A, Ch Road,
Gandhinagar-382010



Expression of Interest

The Director of Horticulture, Gujarat State, Gandhinagar invites EOI/proposal for “Empanelment of Agency For Construction of **Green House/Net House/Poly House** on turnkey basis in the State of Gujarat and provide Agronomical services related with it “AND “Empanelment of Agency For Manufacturer/Importer of **MULCH FILM** “ to the farmers under assisted program of the Department. The tender is floated on <https://doh.nprocure.com> web-site(Tender ID.- **309073** and **309109**). **(All vendors who are already empaneled in both GN-NH/Mulching, they don't need to participate for this EOI-Tender)** Interested Parties can participate in the e-tender by paying **Rs. 5000/-** (Non-refundable) through demand draft in favour of Mission Directore, Gujarat Horticulture Mission, Gandhinagar payable at Gandhinagar. The EOI/prOposal along with necessary supportive documents shall be receive up to **date 30.05.2018** up to 18:00 hrs at above said adress. The Interested parties may also get the details of terms and condition of tender document from our web site <http://www.doh.gujarat.gov.in> .

Sd/-

Director of Horticulture
Gujarat Sate, Gandhinagar



જાહેર નિવેદા

બાગાયત નિયામકશ્રીની કચેરી, ગુ.રા.,
કૃષિભવન, સેક્ટર-૧૦ એ, 'ચ' રોડ, ગાંધીનગર



બાગાયત નિયામકશ્રીની કચેરી, ગુજરાત રાજ્ય, ગાંધીનગર હસ્તક રક્ષિત ખેતી ઘટક યોજના માટે “Empanelment of Agency For Construction of Green House/Net House/Poly House on turnkey basis in the State of Gujarat and provide Agronomical services related with it “ તથા પ્લાસ્ટીક મલ્ચીંગ ઘટક યોજના માટે “ Empanelment of Manufacturer/Importers For MULCH FILM “ અંગેની દરખાસ્તો આમંત્રિત કરે છે. આ અંગે શરતો/બોલીઓ સાથેનું ઇ-ટેન્ડર <https://doh.nprocure.com> (ટેન્ડર આઈ.ડી.- **309073** તથા **309109**) ઉપર જાહેર કરેલ છે. (જે કંપનીઓ હાલ એમપેનલ છે તેઓએ આ ટેન્ડરમા ભાગ લેવાની જરૂર નથી) આથી રસ ધરાવતી સંસ્થાઓને EOI નોન-રેફંડેબલ ફીની રકમ પેટે રૂ. ૫૦૦૦/- નો ડીમાન્ડ ડ્રાફ્ટ “ મિશન ડાયરેક્ટર, ગુજરાત ફોર્ટીફાઈડ મિશન, ગાંધીનગર” ના નામજોગ સાથે EOIની અરજી તા. ૩૦/૦૫/૨૦૧૮ નાં ૧૮:૦૦ વાગ્યા સુધીમાં ઉપર જણાવેલ વેબસાઇટ ઉપર ઓનલાઇન ભરી જરૂરી સાધનિક કાગળો સાથેની અરજી ઉપર જણાવેલ સરનામે મોકલી આપવા જણાવવામાં આવે છે. રસ ધરાવતી સંસ્થાઓ સદરફુ ઇ-ટેન્ડરની શરતો અને બોલીઓ સહિતની વિગતો વિભાગની વેબસાઇટ <http://doh.gujarat.gov.in> ઉપરથી મેળવી શકશે.

સહી/-

બાગાયત નિયામક
ગુ.રા., ગાંધીનગર

(EOI NOTICE No.DOH/2018/EOI-)

EXPRESSION OF INTEREST (EOI)
TENDER ID- 309109

For

**EMPANELMENT OF MANUFACTURERS/IMPORTERS OF
MULCH FILM**

IN THE STATE OF GUJARAT

BY

**DIRECTOR OF HORTICULTURE
KRISHI BHAVAN- SECTOR 10-A, "CH-ROAD",
GANDHINAGAR-382010**

Phone : (079) 23256104 Fax : (079)23256196

E-mail: dir-bag@gujarat.gov.in

May, 2018

PRICE: Rs.5,000/- (Rupees Five Thousand only)

INVITATION FOR EXPRESSION OF INTEREST (EOI)

The agro vision of Government of Gujarat envisages improving the quality of life of the rural population by widening their employment opportunities and increasing their income. 63% of the population of Gujarat, who lives in rural areas, depends for its livelihood on agriculture/horticulture and its allied activities. The Government of Gujarat is sensitive to the role of Agriculture in Economic development with a vision of:

- Greater wealth creation for farmers and farm labourers
- Offer a sustainable increase in productivity
- Ensures Food Security
- Offer higher value addition to agricultural produce and exports

A programme for providing subsidy to the farmers on Plastic Mulch is being under taken by the Gujarat Horticulture Mission Society under National Horticulture Mission and Rashtriya Krishi Vikas Yojana. In this programme farmers are to be provided financial assistance, as per the policy from time to time, on the use of the plastic mulch for agriculture/horticulture activity.

The Gujarat Horticulture Mission Society (GHMS), Gandhinagar (Gujarat), intends to invite expression of Interest for Empanelment of manufacturers/importers for providing Plastic Mulch on behalf of farmer as per demand of the farmer's fields under National Horticulture Mission during 2018-19 and further tenure.

The Financial Assistance will be as per the Government norms prevailing at the time of sanction of financial assistance.

With an objective to see that the farmers get the best quality Mulch Films at reasonable price, the Director of Horticulture intends to empanel Manufacturers/Importers of Mulch Film for the successful large scale implementation of the scheme.

The Director of Horticulture on behalf of farmer is calling the best price offer from the Manufacturers/Importers of Mulch Film. This may also help the manufacturers/importers to increase their market share in the State considering the large scale implementation of the scheme.

Proposal in the form of EOIs in duplicate is requested in complete accordance with the documents/attachments as per following guidelines. The agency will have to provide the price offer as per the format through online system only.

All schemes other than stated above of Government of Gujarat and Government of India implemented by Department of Horticulture are also covered under this empanelment.

Only those manufacturers/importers who will be successful in empanelment at the end of this exercise will be able to supply Mulch Films to the farmers who want to avail financial assistance under any scheme implemented by Department of Horticulture.

The list of empanelled manufacturer/importer containing details of their product price offer etc. along with their dealer network in the State will be published in the public domain (www.ikhedut.gujarat.gov.in) with an objective to facilitate the farmer to select specified quality of Mulch Film at reasonable price across the State.

SCHEDULE FOR INVITATION OF EOI

NAME: Empanelment of Manufactures/Importers of Mulch Film in the State of Gujarat

To	
Issue of EOI	From 08/05/2018 at 15.00 hrs
EOI Due Date	30/05/2018 upto 18.00 hrs.
Technical Proposal Opening Date & Time:	31/05/2018 at 15.00 hrs
Price Offer Opening Date & Time:	Will be communicated once the technical scrutiny of the EOI document will be completed.
Department Name/Authority Name	Director of Horticulture (DOH), Krishi Bhavan, Sector-10A, CH-Road, Gandhinagar - 382010
Pre-EOI Meeting	On 18/05 /2018 at 15.00 hrs at the Office of Director of Horticulture, Krishi Bhavan, Sector -10A, "CH-Road", Gandhinagar- 382010
EOI Submission Address	Director of Horticulture Krishi Bhavan, Sector- 10A, CH-Road, Gandhinagar- 382010
EOI document Fee	Rs. 5,000/- (Rupees Five Thousand Only) in form of Demand Draft from any Scheduled/Nationalised Bank
EOI Fee Payable to	"Mission Director, Gujarat Horticulture Mission", Payable at Gandhinagar
Price Offer	The agency shall submit their best possible price offer in electronic format only on website www.nprocure.com after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer if received will be outright rejected. Also any reference of the Price, quotes etc in physical submission shall result in rejection of the offer of the agency.
Joint Venture/Consortium	Not allowed
EOI currency Setting	Indian Rupee (INR)

Note:

- 1 Please address all queries and correspondence to the Director of Horticulture, Krishi Bhavan, Sector- 10A, CH-Road, Gandhinagar- 382010 or email address: dir-bag@gujarat.gov.in
- 2 If the Office of the Director of Horticulture happens to be closed on the day of receipt of the EOIs as specified, the EOIs will be received and opened on the next working day on opening of the Office up to the same time and at the same venue.
- 3 Please quote Ref. Number in all your correspondence.

General Instructions

- 1.0 Party can download the EOI document free of cost from the website, but will need to submit the EOI document along with the DD for EOI Document Fee at the time of physical submission.
- 2.0 Agency has to submit best price offer in electronic form only. Offers in physical form will have to be submitted for technical proposal alone. Such submission will have to be accompanied by required forms and documents, and instrument for payment of EOI Document Fee.
- 3.0 EOI Document Fee and EOI Security shall have to be paid of the amount stated in the Notice Inviting Online Tenders section
- 4.0 **Technical Proposal:** Interested Party shall submit physically their proposal in sealed envelopes super-scribed with due date, time, project and nature of EOI. Original and one copy of **TECHNICAL PROPOSAL comprising Annexure -1, 2, 3, 4 and 7** complete with all technical details asked for. Original printed document shall be considered as authentic. All pages of the offer must be signed.
- 5.0 The agency shall submit their best possible price offer in electronic format only on website www.nprocure.com after digitally signing the same. No offer in physical form will be accepted and any such offer if received will be outright rejected. Also any reference of the Price, quotes etc in physical submission shall result in rejection of the offer of the agency.
- 6.0 Services offered should be strictly as per specifications mentioned in this EOI Document. Please spell out any unavoidable deviations, article-wise, in your proposal under the heading “Deviations”.
- 7.0 The price of one copy of the **EOI Document is Rs. 5,000/-**, which can be paid by crossed Demand Draft. The Demand Draft may be drawn in favour of **“Mission Director, Gujarat Horticulture Mission”**, payable at Gandhinagar.

Yours faithfully,
For and on behalf of

Director of Horticulture
Gandhinagar

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1.0 Objective of the EOI

- To derive the best price for the specified quality and specification of Mulch Film through price discovery method.
- To ascertain the specified quality product is available to farmer directly from the manufacturers/through its authorised dealer.
- To facilitate farmer in procuring the specified product at reasonable rate and at the same time ensuring the quality of supply as per specification.

2.0 Need for Empanelment

- In present scenario, due to lack of agreement on uniform price of a Mulch Film, the farmers are facing troubles such as
 - Farmer does not get transparent price for the particular type, size and thickness of mulch film.
 - The manufacturer/importer differentiates price on the basis of thickness, size, etc. which a farmer is not aware about the technicality at the time of purchase of mulch film.

Hence to overcome the above problems with an objective to safe guard the interest of farmer it was envisaged to empanel manufacturers.

3.0 Terms of Reference for the Agency

- i.) At the end of this exercise, a separate list of empanelled manufacturers/importers and their price offer for both products will be published in public domain separately. The best price offer discovered would be applicable for a period of one year.
- ii.) Both manufacturer and importer are eligible for participating in this EOI.
- iii.) No dealers or traders are allowed to participate in the EOI process.

- iv.) The manufacturers/importers should provide the list of their Authorised dealers / distributors in the State of Gujarat through which the products will be available to farmers.
- v.) During the empanelment period no escalation charges will be allowed.
- vi.) The farmer will directly purchase mulch film from any of the authorised dealer declared by the manufacturer/importer.
- vii.) The product supplied must be covered with warranty from the date of supply against any defective manufacture/workmanship etc. The repairs/replacements shall be attended free of cost within the warranty period varying from 6 months to 12 months depending upon the products. The manufacture should clearly spell out the warranty period for each product separately in product specification sheet submitted along with proposal.
- viii.) The manufacturer shall print its logo/brand name at every one meter on film roll.
- ix.) The Authority may levy a penalty on the empanelled manufacturer/importer if found that supplied product/s are not conforming to minimum standards/specification as mentioned in this EOI document. The cost of such product/s would be recovered from the bank guarantee submitted by the manufacturer.
- x.) The Authority will publish the empanelled manufacturer/importer list with price and dealer network detail. The farmer will purchase through manufacturer/its authorised dealer. The farmer will submit the required document to Authority for claim of financial assistance. The Authority will release the financial assistance to farmer on verification of the required documents. The manufacturer has to submit the list of farmer/beneficiary with required documents to the Authority.
- xi.) The manufacturer/importer will have to submit a sample of mulch film having specified quality mentioned in this EOI document. The manufacturer will submit their price offer only for the product for which they have submitted the samples and specification. They will be empanelled for that particular product/s only.

- xii.)** The Authority has right to disengage the empanelment of the manufacturer/importer if found that product supplied by manufacturer is not as per the minimum specified standard and specification. The manufacturer shall have to submit the test report from CIPET for Mulch Film conforming to BIS 2508 at the interval of every six month.
- xiii.)** If at any time it is noticed that the manufacturer/importer has supplied same product at a lower price in open market during the period of this empanelment, the Authority shall take suitable appropriate course of action against the empanelled manufacturer.
- xiv.)** If the interested manufacturer/importer will be backed out at any stage of this exercise, the manufacturer will become ineligible to participate in any such empanelment exercise to be carried out by the authority in future.
- xv.)** If required, the Director of Horticulture or any agency or authorised person may draw samples from any consignment at consignee's destination and/or production facility and get the samples tested in any notified laboratory of its choice at the cost of supplier, in such case all further decision will be taken on the basis of test report.
- xvi.)** In the event of any complaint regarding after sales service or supply of defective/substandard material is received, the empanelled agency shall have to rectify the defects within a period of 15 days. If the empanelled manufacturer/importer fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merits.

4.0 Minimum Eligibility Criteria

- i.** The manufacturer/importer should have minimum 3 years of experience in manufacturing/selling mulch film ending on 31st March, 2018.
- ii.** The manufacturer has to submit CIPET test report for each product specification offered for empanelment separately. CIPET test report confirming to BIS 2508 carried out in the last one year will be accepted. At present, the manufacturers who are not having CIPET test report confirming to BIS 2508 can submit application of product testing from CIPET and such manufacturer will be empanelled on submission of valid CIPET test report conforming to BIS 2508.

- iii. The manufacturer/importer should submit the CA certificate indicating Annual Turnover from Mulch Film for last 3 years ending on 31st March, 2018. The manufacture/importer will also submit at least one work order of Mulch film supply for each year (i.e. 2015-16, 2016-17 and 2017-18)
- iv. The manufacturer/importer must have dealer network in the State of Gujarat. The manufacturer will provide the list of its authorised dealer network across the State through which their approved products will be available to the farmer.

5.0 Selection Process

- i. To safeguard the interest of farmer and to streamline the cost, the authority on behalf of farmer, is asking the manufacturer to submit their best possible price offer for specified minimum quality and specification of Mulch Film as given at **Annexure-3**.
- ii. The price offer should be uniform across the State for a minimum specification of Mulch Film as described in this document.
- v. A list of selected manufacturer/importer along with the best price discovered will be prepared and published.
- vi. This empanelment will be for one year from the date of empanelment and can be extended after approval from Government of Gujarat up to another year or up to the next empanelment exercise whichever is earlier.
- vii. Applicant will have to furnish the latest copies of VAT registration certificate.

6.0 Price Offer

- i.) The price offer should cover all applicable taxes and at FOR at Dealer's place.
- ii.) The price offer has to be submitted online only as per the format given at **Annexure-5**. Any mention of price offer in the physical form of EOI will be liable for rejection of entire EOI.
- iii.) The manufacturer shall categorically confirm strict compliance with the following stipulation in respect of their offer.
 - a) Any effort by manufacturer or manufacturer's agent/consultant or representative whosoever described to influence the Authority in any way

concerning scrutiny/ consideration/ evaluation/ comparison of the EOI or decision concerning empanelment shall entail rejection of the EOI.

- b) EOI should be submitted directly by the Manufacturer/Importer.
- iv.) Authority reserves the right to seek clarification/ justification/negotiation from the manufacturer/importer on the price offer in case Authority deems it necessary. Based on the justification provided by the manufacturer, if Authority feels that the price offer is unrealistic/ unfeasible, Authority reserves the right to reject the said price offer. The manufacturer/importer shall be governed by the decision of Authority.
- v.) The manufacturer/importer should submit latest three Tax/Retail invoices raised for each product/specification offered for empanelment.

7.0 Performance Security

- i.) The empanelled manufacturer shall submit a Performance Security of Rs. 1,50,000 (Rupees One Lac Fifty Thousand only) in the form of Bank Guarantee on successful selection for empanelment. The bank guarantee shall be valid up to the time of empanelment. The performance security shall be appropriated against breach of the terms and condition of this EOI document. The bank guarantee shall be for a period of one year. The Bank Guarantee format is given in the **Annexure-6**.

ANNEXURE – 1
COMPANY PROFILE

Sr.	Particular	Detail
1	Nature of the Organisation	
a	In case of Public/Pvt. Ltd company (Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations)	
b	In case of Partnership Firm (A copy of Partnership deed)	
c	In case of Proprietorship (A copy of Registration certificate, Factory registration, DIC –industrial registration)	
d	In case of Importer A copy of Valid IEC certificate and Agreement with the manufacturer	
2	Registered Address of Manufacturing unit with Phone No. and Fax No.:	
3	Name of the Authorised Person	
	Contact details of the Authorised Person	
4	E-mail id	
5	PAN - attach copy	
6	VAT Registration No. – attach copy	
7	CST Registration No. – attach copy	
8	CIPET Test report of Mulch Film confirming the test standards as per BIS 2508 (Test report should be valid as on date of application)	

ANNEXURE-2
LIST OF AUTHORISED DEALER IN THE STATE OF GUJARAT

Sr.	District	Name of Authorised Dealer	Location /Address	Name of Main Person	Mobile No.	Email ID

ANNEXURE-3
DETAIL SPECIFICATION OF MULCH FILM

Sr.	Particular	Specification
1	IS standard	The Product offered should comply with the testing method standard as per BIS 2508
2	Color	Silver - on - Black (for virus sensitive crops) White-on-Black (for temperate crops) Black-on-Black (for high weeds control in perennial crops or orchards) Other Colors
3	Width	75 cm to 2.0 mtr
4	Thickness	25 micron to 200 micron
5	Length of Roll of Mulch	400 mtr to 1000 mtr
6	Weight of Roll of Mulch	Net Weight :- _____ Kg. Gross Weight:- _____ Kg.
6	Films must be UV stabilized for various crops as per following criteria	
	Sr. No.	Particulars
	1	25 micron
	2	30 micron
	3	50 micron
	4	50 to 100 micron
	5	1 50 micron
	6	200 micron
7	Warranty Period	
8	Product Brochure	
Note: The manufacture should submit specification sheet for each product separately in this format.		

ANNEXURE-4
CHECKLIST FOR FULFILMENT OF ELIGIBILITY CRITERIA

Sr.	Criteria	Documents/Detail required	Documentary Proof attached (Y/N)
	For Mulch Film		
1	The Product offered for empanelment must confirm to testing standard as per BIS 2508.	CIPET certificate valid as on date of submission of EOI.	
2	The manufacture/importer should have minimum 3 years of experience in manufacturing Mulch Film.	<ul style="list-style-type: none"> ▪ The manufacturer/importer should submit the CA certificate indicating Annual Turnover from Mulch Film for last 3 years ending on 31st March, 2018. ▪ The manufacture/importer will also have to submit at least one work order of Mulch film supply for each year (i.e. 2015-16, 2016-17 and 2017-18) 	
3	The manufacturer/importer will provide the list of its authorised dealer network across the State.	List of Authorised dealer as per Annexure-2.	
4	Sample of Product/s offered for empanelment.	Sample of Product and its specification.	

ANNEXURE-5
PRICE OFFER FOR SUPPLY OF MULCH FILM

EOI Notice No.:

To:

Director of Horticulture
KrishiBhavan, Sector-10A,
Gandhinagar- 382010,Gujarat

Dear Sir:

I/ We hereby offer best price to the farmer for supply of Mulch Film for the specified quality and specification given at **Annexure – 3** and as per the Terms of Reference given in this EOI Document. The rates are quoted in the prescribed format given below:

COLOR – B &S						
Thickness in Microns = 25/30/50/...../200						
Thickness in micron	Width in Inch	Roll (mtr)	Net Weight (Kg)	Basic Price in Rs. per roll as per specification in Annexure-3	GST in Rs.	Total Price offer to farmer in Rs.

COLOR – Black						
Thickness in Microns = 25/30/50/...../200						
Thickness in micron	Width in Inch	Roll (mtr)	Net Weight (Kg)	Basic Price in Rs. per roll as per specification in Annexure-3	GST in Rs.	Total Price offer to farmer in Rs.

COLOR – Black & White						
Thickness in Microns = 25/30/50/...../200						
Thickness in micron	Width in Inch	Roll (mtr)	Net Weight (Kg)	Basic Price in Rs. per roll as per specification in Annexure-3	GST in Rs.	Total Price offer to farmer in Rs.

COLOR – Natural						
Thickness in Microns = 25/30/50/...../200						
Thickness in micron	Width in Inch	Roll (mtr)	Net Weight (Kg)	Basic Price in Rs. per roll as per specification in Annexure-3	GST in Rs.	Total Price offer to farmer in Rs.

COLOR – Other pls specify						
Thickness in Microns = 25/30/50/...../200						
Thickness in micron	Width in Inch	Roll (mtr)	Net Weight (Kg)	Basic Price in Rs. per roll as per specification in Annexure-3	GST in Rs.	Total Price offer to farmer in Rs.

Note: The price is at FOR respective dealer's location in the State of Gujarat

Signature of Manufacturer/Importer

ANNEXURE-6
FORMAT FOR PERFORMANCE GUARANTEE

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to be in the name of the executing Bank

To:

Director of Horticulture,
KrishiBhavan, Sector 10-A
Gandhinagar, Gujarat -382010

In consideration of the Director of Horticulture, having its registered office at KrishiBhavan, Sector 10-A, CH-Road, Gandhinagar 382010 (hereinafter called the "Authority" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the Authority, which has been unequivocally accepted by the Vendor (refer NOTE below) work of _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor's bill, for the due fulfillment by the said Vendor of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the Authority from time to time to the extent of Rs. _____

(Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the Authority by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the Authority shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.

- 1) We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Authority under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the Authority shall have no claim under the Guarantee after 180 (One Hundred Eighty) days from the date

of expiry of the contract period.

- 2) The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
- 3) It shall not be necessary for the Authority to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Authority may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
- 4) We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____ on whose behalf this guarantee is issued.

For and on behalf of (the bank)

Signature _____

Name & Designation _____

Authorisation No.

Date and Place

Bank Seal

The above guarantee is accepted by the Authority.

NOTES

FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri _____ S/o
- 2) Shri _____ S/o

FOR COMPANIES

M/s. _____ a company registered under the Companies Act 1956 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR TRUST

M/s. _____ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR SOCIETIES

M/s. _____ a company registered under the Societies Registration Act, 1860 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns)

ANNEXURE -7
PROFORMA OF GENERAL POWER OF ATTORNEY

(To be signed and executed on non- judicial Stamp Paper of Rs. 10/-)

Be it known all to whom it concern that:

1. Shri/Smt _____ S/O _____
Residing at _____
2. Shri/Smt _____ S/O _____
Residing at _____
3. Shri/Smt _____ S/O _____
Residing at _____

I/ We all the Partners/ Directors/ Board members/ trustees/ Executive council members/ Leaders of M/S _____ having its registered office at _____ hereby appoint Sri _____ S/O _____ residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of (Authority), Krishi Bhavan, Sector-10A, Gandhinagar-382010 in connection with its EOI no. _____ dated _____ For _____ due for opening on _____.

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (With address)

Signature of the Partners/ Directors/ Board
Members Executives/ Trustees/ Council
members

- 1)
- 2)
- 3)