

**J&K STATE AGRO INDUSTRIES DEVELOPMENT CORP. LTD.
LAL MANDI SRINAGAR.**

TERMS AND CONDITIONS TO NIT NO. AGRO/11/2017

Dated:- 20-11-2017.

1. J&K State Agro Industries Development Corporation is having a Procurement & Sales Division which procures and supplies Agriculture Machinery and other allied Inputs to various Govt. Departments in Agriculture Sector and other Sectors The Govt. has also appointed J&K State Agro Industries Development Corporation as nodal agency for supply of all Agriculture Machinery and Equipment under various subsidy schemes. To meet the demand of various Govt. Departments during the current financial year Corporation intends to finalize the procurement/purchase arrangement through this tender. The details of items for which rates are invited are enclosed as annexure "A".
2. The tender should reach the office of the Divisional Manager, J&K State Agro Industries Development Corporation Limited, Ramesh Market, Shastri Nagar, Jammu by or before 11-12-2017 up to 2 P.M. by Hand / by Registered Post /by Courier Service affixed with Revenue Stamp of Rs. 5/= duly signed and stamped. Tenders brought by hand shall be put in tender box by the concerned tenderers on any working day during office hours up to the said date and time. In case of any Gazetted holiday falling on the last date of receipt of tenders or some holiday suddenly declared by the competent authority under negotiable instrument Act, the next working day shall be treated as last date of receipt of tenders. Tenders will be opened on the same day the 11th of Dec. 2017 at 4.00 P.M in presence of tenderers who wish to be present or any subsequent date convenient to purchase committee.
3. The under mentioned documents/details must be submitted with the offer.
 - a) The offer should be accompanied with a CDR / FDR of 2% of total cost of product as E M D valid for two years.
 - b) Cost of Tender Documents of Rs.5,000.00 in the shape of DD if downloaded from our Website or C.R. of Corporation in case documents have been purchased from any of our office (Jammu-Delhi-Srinagar) may please be attached with offer.
 - c) Valid registration Certificate from the Govt. Of India or Govt. Of State.
 - d) The firm should be registered with MSME/NSIC & certificate of the same should be attached with the tender documents.
 - e) Location of workshop/after sale service Centres in J&K..
 - f) The Tender documents duly signed with seal on each page in token of acceptance of all terms and conditions of Tender should also be enclosed.

Note: In case the above mentioned documents are not enclosed, the tender can be rejected as per the decision of the Purchase Committee.

4. The rates quoted by the firm should be only for branded items and BIS marked or duly tested by FMT & TI as per the guidelines of Ministry of Agriculture, Govt. of India wherever is applicable. In case, the items do not qualify the requisite conditions, the rates shall not be considered.
5. The firm shall have to certify that the rates quoted by them are the lowest rates and has not quoted rates lower than these rates to any Govt. Deptt. /Agency in J&K State for the similar items / Stores. If at any stage it is proved that the prices charged by tenderer are higher than the prices quoted to other Departments or higher than the prevailing market rates in our State the tenderer shall be liable for prosecution under law and the excess amount charged thereof shall be recovered from your bill/securities etc.
6. The offers should be accompanied with a CDR for an amount of 2% of tender value drawn from any scheduled bank and pledged to Managing Director, J&K State Agro Industries Development Corporation Ltd. valid for two years.
7. In case the firm fails to supply ordered items, within the stipulated period, the CDR shall be forfeited and supplier shall have no claim for its refund / release in any manner. Besides, the firm shall be black-listed for future business with JK AIDCL.
8. Conditional offers shall not be entertained.
9. The rates quoted by the tenderers shall be F.O.R. Jammu of the concerned indenting department. The rates quoted by the suppliers shall be protected with transparent tape and must be free from cuttings /over-writing etc.

10. Validity of Rates:-

The rates quoted by the suppliers shall remain valid up to six months and thereafter shall be extended on mutual agreement.

11. Dealership Certificate:

The firms, which are not Principal Manufacturer and are submitting tenders, are required necessarily to attach a valid Dealership Certificate from Principal manufacturer.

12. After Sale Service:

The tenderer shall indicate the location of the Service Centre in the State for after sale Service besides, indicating the telephone Nos. of these Service Centers and Head Office of the supplying firms. The successful tenderer shall have to ensure the prompt service in case of any complaint received from Department.

13. Payments:

Payments shall be released on verification of the supplies and receipt of the same from indenting Departments.

14. Agreement:

The successful firms shall have to execute an agreement in the prescribed format within seven days from the date of intimation to this effect.

15. Performance Guarantee:

The supplier firm shall be responsible for satisfactory performance of the supplied items for a period of 12 months from the date of commissioning or 18 months from the date of dispatch of items whichever is earlier and shall submit the guarantee to this effect, to the Corporation. During the guaranteed period if any defect is found in the equipment or any part thereof which may be caused by bad workmanship, manufacturing defect, use of inferior material or otherwise or if it is in the opinion of the indenting Department or any repairs/replacements are required to be made to the equipment, the firm shall be liable to remove the defects/or conduct the repairs at their own cost and expenses within a period of 15 days (fifteen days) on the receipt of the notice from the Corporation or concerned Department. In the event of failure on the part of the firm to remove these defects or make good the repairs within the stipulated period, the purchaser may get the defects removed or carry repairs from any other agency and the cost of repair shall be recovered from the concerned supplier firm.

16. Operational Manual

The firm shall supply free of cost two sets of catalogues (operation and maintenance manual, including spare part catalogues) with seed processing plant.

17. Delivery schedule

The equipment complete with all required accessories shall have to be supplied by the firm duly inspected within 30 days or as per the terms of Supply Order. In case of delay in the supply beyond the stipulated time, penalty will be imposed not exceeding 10% of the value of the ordered material or as the Managing Director, AIDCL may deem fit and / or forfeit the Earnest Money / Security Deposit.

18. Security Deposit

The successful supplier firm is required to deposit an amount equivalent to 2% (two percent) of the total value of the supply order as Security Deposit in shape of CDR of any Scheduled Bank or Bank Guarantee of any Scheduled Bank within 7 days from the date of issue of order pledged to Managing Director JK AIDCL, valid for 18 months.

19. Proof of turn over

The manufacturer having minimum turn over more than 5 crore each of the last five years along with ITR, balanced sheet for last five years.

20. Proof of Manufacturing/ Purchaser/ performance.

The firm should have supplied at least 4 to 5 seed processing plants in various Govt. Departments in last three years & the firm have to submitted copy of purchase orders & performance reports along with the tender documents.

20. ARBITRATION

In case of dispute of any nature arising while servicing the ordered items, the matter shall be referred to the Managing Director, JK AIDCL whose decision as arbitrator shall be binding for the resolution of the dispute. In case the matter cannot be resolved further, in that situation, the legal institution / Courts of the J&K State shall be the alternative forum for dispute resolution.

21. Submission of offer

The complete offer shall reach in the office of the Divisional Manager, J&K State Agro Industries Development Corporation Ltd. Ramesh Market, Shastri Nagr, Jammu by or before 11 .12.2017 up to 2 P.M. by Post / Courier Service / By Hand. The tenders shall be opened on same day i.e. 11.12.2017 at 4.00 P.M. at same office in presence of the tenderers who wish to be present or any subsequent date convenient to Purchase Committee.

22. Managing Director, AIDCL reserve the right to accept or reject any or all tenders in part or full without assigning any reason thereof.

23. As soon as the acceptance of tenders is conveyed to the successful firm the contract shall be final and binding upon the successful firm and agreement deed shall have to be executed with the Corporation by the supplier within 7 days from the date of issue of letter of acceptance.

24. The Purchase committee reserve the right to accept or reject any tender, part of a tender or all tenders without assigning any reason thereto.

25. The tenderer along with its offer must also submit a certify copy of its latest Income Tax/GST Clearance Certificate.

26. Tender without payment of tender cost shall be rejected.

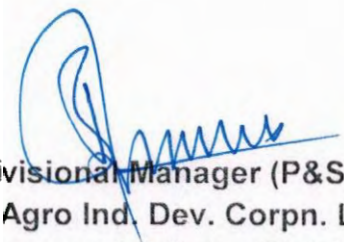
27. The offer should be signed by the authorised person and his full name and status should be indicated below his signature.

28. The tender should be neatly written in ink with rates in figures & words. Cutting or over writing on quoted rates shall not be entertained unless authenticated Cello tape be applied of tender.

29. The tender should be accompanied with the Technical literature/Boucher/Pamphlets of the products.

30. Corporation reserves the right to carry out market survey also to assess the lowest market rate of the items. However, the lowest market rate shall be offered to L1 tenderer.
31. DIC registered unit holders will be preferred in case it meets the quality parameters.
32. The documents in respect of supplies made to various Govt. Departments. should be enclosed with the offer.
33. Force Majeure:
If the completion of the supply is delayed by strikes lockouts fire accidents war or any other cause beyond the control of the supplier and the supplier satisfies the Corporation by a documentary proof in that respect, a reasonable extension in the time limit may be granted by the Corporation without effecting or decreasing/increasing the basic price as per force Majeure clause of the agreement. However, damages caused due to strikes, rain or snow shall not constitute an act of God.

Enclosure: Annexure A & B having Technical Specification of seed processing/grading plants.



Divisional Manager (P&S)
J&K Agro Ind. Dev. Corpn. Ltd.
Procurement & Sales Division,
Jammu