

**J&K STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION
LTD. 7, ROMESH MARKET, SHASTRI NAGAR, JAMMU**

**TERMS AND CONDITIONS OF NIT NO. AGRO/DM/PSJ/J/781/(C)/F-
495/1919 DATED : 15.11.2010**

1. J&K State Agro Industries Development Corpn. Ltd. (A Govt. Undertaking) has been appointed as the Nodal Agency for the supply of various Agricultural Machinery items to the farmers under various subsidy schemes of the Government.
2. i) In the Govt. order, it has been prescribed that the Corporation will arrange required Machinery/Equipment and allied items, as per the guidelines of the Ministry of Agriculture, from the Principal Manufacturers/their authorized Distributors/Depot holders/Dealers, as per the requirements of the indenting Departments and beneficiary farmers.
ii) That the Corporation will invite rates from Principal Manufacturers/their authorised distributors/ authorised dealers and shall fix reasonable rates against each items.
ii) The rates so negotiated will be published / displayed in every subordinate Office of Agriculture for information of the farmer along with rates of subsidy applicable.
iv) The farmer shall have the choice to purchase the equipments as per the preference amongst the list of equipments approved by the Corporation.
3. The tender should reach by Hand / by Registered Post /by Courier Service affixed with Revenue Stamp of Rs. 5/= duly signed and stamped in the Office of the Divisional Manager, ROJ, Jammu by or before 8.12.2010 up to 4 P.M. containing the following documents:
 - a) CDR / FDR for Rs. 50,000.00 as E M D for category A Items valid for two years.
 - b) CDR / FDR for Rs. 25,000.00 as E M D for category B Items valid for two years.
 - c) Cost of Tender Documents of Rs.2, 000 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.
 - d) Valid dealership Certificate from the Principal Manufacturer if the tenderers happen to be distributor/Depot Holder/dealer.

e) BIS Marking Certificate /Testing Certificate from the FMT & TI wherever applicable.

f) Location of workshop/after sale service Centres in J&K.

g) Current price list of the Manufacturer.

h) 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 shall be rejected.

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 will not be notified.
5. The rates so quoted shall be published in the media and displayed at the Distt. Head Quarters in the premises of the concerned Chief Agriculture Officers.
6. 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.
7. The offers should be accompanied with a CDR for an amount of Rs.50, 000.00 for the Category "A" Item and Rs.25, 000.00 for the Category "B" Items drawn from any scheduled bank and pledged to Financial Controller, J&K State Agro Industries Development Corporation Ltd.valid for two years/
8. 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.
9. Conditional offers shall not be entertained.
10. The rates quoted by the tenderers shall be F.O.R. Jammu / Srinagar with delivery at the District. / Block HQs of the concerned beneficiary. The rates quoted by the suppliers shall be protected with transparent tape and must be free from cuttings /over-writing etc.

11. Validity of Rates:

The rates quoted by the suppliers shall remain valid up to 31st. March, 2011.

12. Dealership Certificate:

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

13. 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 any user beneficiary or Department.

14. Payments:

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

15. 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.

16. 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 the user beneficiary 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 or beneficiary farmer. 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.

17. Operational Manual

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

18. 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 Managing Director, AIDCL may deem fit and / or forfeit the Earnest Money / Security Deposit.

19. 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 Financial Controller JK AIDCL, valid for 18 months.

20. Proof of Purchase

In case the supplier / firm happens to be Distributor / Dealer/ Depot Holder it shall be binding upon them to submit a certificate as "Proof of purchase from the Principal Manufacturer", for servicing of the current order. The Proof of Purchase shall be required to be attached with the bills raised for the supplies, made to the Corporation along with the Serial no. of the machine.

21. 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.

22. Submission of offer

The complete offer shall reach office of the Divisional Manager, J&K State Agro Industries Development Corporation Ltd. 7, Romesh Market, Shastri Nagar, Jammu before or on 8.12.2010 up to 4 P.M. by Post / Courier Service / By Hand. The tenders shall be opened on same day i.e.8.12.2010 at 4.30 P.M. at same office in presence of the tenderers who wish to be present or any subsequent date convenient to Purchase Committee.

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

24. The quantity mentioned is the Annexure "A" to these terms and conditions is approximate and the same can be increased or decreased at the time of placement of order.

25. 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.

26. Force Majeure:

If the completion of the supply be 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.

Divisional Manager

On behalf of State Level Purchase Committee

J&K Agro Ind. Dev. Corpn. Ltd.

**7, Romesh Market, Shastri Nagar,
Jammu**