

TERMS AND CONDITIONS

TO NIT NO : AGRO / GM / HQ/248/1706 DATED 07.10.2010

1. For an on behalf of Managing Director, J&K State Agro Industries Development Corporation Jammu/Srinagar, sealed tenders affixed with Rs 5/-(Rupees five only) Revenue Stamps and subscribed envelopes, “ **Tender for Supply of Cement**” are invited from leading Manufacturers of cement having major plants or their authorized representatives/distributors for supply of OPC **Cement 43 Grade and 53 Grade** during financial year 2010-11 i.e. up to March 2011 filled in HDPE Bags confirming to prescribed ISI Specifications and ISI mark (8112 of 1989) and IS(12269-87) and of standard weight of 50 kgs. each bag as rate contract/dealership basis for further supply to various Government Deptts / Institutions. However, the rates for 43 / 53 Grade PPC Cement may also be quoted.
2. The tenders addressed to the **Managing Director, J&K State AIDCL, Opposite Agriculture Complex, Lalmandi Srinagar** should reach on or before 20/10/2010 up to 1 P.M. through registered Post/Courier or By hand. The tenders will be opened on the same day or any other working day convenient to the Tender Opening Committee in presence of the representative of the Company who wish to be present.
3. The tender should invariably be accompanied with an **Earnest Money** in the shape of **CDR/FDR amounting to Rs. 25,000/- (Rupees Twenty Five thousand only) pledged to Financial Controller, J&K State Agro Industries Development Corporation Ltd.** from any recognized Bank failing which their offer shall not be considered.
4. The tender document containing detailed terms and conditions can be had against non-refundable / non-transferable tender fee of Rs. 2000/- from our Delhi/Srinagar/Jammu Office or can also be downloaded from our website www.jkagro.com and cost of tender documents in that case shall have to be enclosed with the offer in the shape of Bank Draft favouring J&K State Agro Ind. Dev. Corpn. Ltd., Payable at RCC, Jammu. For any other details please contact on **telephone/cell No:09419102941/01912437668, 09622503899/01942310213.**
5. The cement purchased by the Corporation shall be for further supply to various Government Departments / Institutions. Therefore, the offer should indicate the amount of commission which shall be paid to Corporation as service charges on per bag basis.
6. **The Rates should be quoted for the following Destination.**
 - a) FOR : within Jammu / Srinagar Municipal Limit
 - b) FOR : District Head Quarters Jammu / Srinagar
 - c) Extra for additional carriage / rebate for less carriage from different Head Quarters to work site in terms of Rupee per Kms. as per the prescribed Transport Union rate list of 180 bags Truck should also be quoted.

- d) The rates should be inclusive of all taxes, levies etc. what-so-ever. However, concessional Sales Tax Form “C” will be provided to the supplier by J&K Agro Industries Development Corporation Ltd.
7. The letter of acceptance will be issued by the Corporation to the successful tenderer within 30 days of opening of the tenders and the Supply Order will be issued in piece-meals depending upon the requirement of Indenting Deptt.
 8. In case the successful tenderers fails to fulfill the commitment in full or in part, the JKAIDC Ltd. will make alternative arrangement for the same at the risk and cost of successful tenderer.
 9. The Managing Director, JKAIDCL reserves the right to terminate the contract half way in which case payment will be made only for the quantities actually supplied. No claim what-so-ever, will be entertained on account of such termination.
 10. The supplies will be subject to random tests as per relevant ISI codes and test results will be binding on the tenderer.
 11. Underweight cement will be rejected in Toto and in case any shortage / damages in the consignment of the cement, the same will be recoverable from the manufacturer / suppliers and received at the destination subject to Lab. Tests as per Clause (10) above SUPRA but not before 15 days from the date of receipt of supplies.
 12. If it comes to the notice of the JK AIDCL that the successful tenderers offered supply of cement to any other Govt. Department / Organization within the limits of J&K State at lesser rates the firm shall be liable for prosecution under law and the excess amount charged thereof shall be recovered from their bills / securities etc.
 13. The tenderer shall have to give full address at which correspondence is to be exchanged. Letters sent through certificate of posting reply paid telegram email on the address given shall be considered to have been delivered.
 14. The Managing Director, J&K AIDCL reserves the right to reject or accept any tender without assigning any reason thereof.
 15. In case of any dispute between the supplier and this organization, the decision of the Managing Director, J&K AIDCL, be final and binding on the parties.
 16. All disputes shall be subject to the Jurisdiction Courts at Jammu / Srinagar only.
 17. Mini Medium Cement Plant Holders need not to apply. The capacity of the Plant needs to be given in the tender.
 18. The tenderers shall have to quote separately for each destination.

19. Conditional tenders such as subject to market fluctuation etc .shall not be accepted.
20. Correction or insertions in the tender other than in the rates should be properly signed. However, the rates should not have any correction.
21. **Penalty**
- Failure or default on the part of successful tender to supply the material in accordance with the specifications or within stipulated time or to fulfill all the terms and conditions mentioned herein and in agreement shall render successful tenderer liable to payment of liquidated damages up to 10% of the valid amount of the contract, besides, the forfeiture of the Security Deposit to the Corporation and recourses to other remedies available under law in force.
22. As soon as the acceptance of the tenders is conveyed to the successful tenderer, the contract shall be final, conclusive & binding upon the manufacturers / suppliers. Agreement deed shall have to be executed with the J&K AIDCL by the tenderer within 15 (fifteen) days from the date of acceptance of letter.
23. The tenderer shall sign all the pages and tender documents before submission of the tender.
24. a) Tenderers who may have running rate contract with DGS&D for such items should indicate so and also enclosed copy(ies) of the current rate contracts.
- b) Depending upon their past performance, rate contract holder may receive preference at the time of evaluation of the tender.
25. Each bag shall contain 50 Kg net of cement packed in standard new bags in sound condition. Each lot of cement shall be accompanied by standard test certificate issued by the manufacturers.
26. In case the consignee desires to test the quality of the product the tenderer may nominate a local representative of the Indenting Deptt. and have the sample tested in either State Govt. owned laboratories of SICOP or Design Directorate, Government of J & K. Alternatively, the tenderer shall agree to obtaining of a sample by the representative of the Indenting Deptt. and the test results of the samples so collected shall be binding on the tenderers. The tenderer shall agree to make good the loss or to replace the rejected quantity by product of proper specifications with a specified period. The testing charges shall be borne by the Indenting Deptt.

**General Manager
JKAIDCL**

No: - Agro/GM/HQ/F-248/1716

Dated: - 11-10-2010