

J&K Agro Industries Development Corporation Ltd. Gole Pully, Talab Tillo Jammu.

E-mail Id – dmjsjammu@jkagro.com

E NIT No. 23 of 2024-25 JK Agro

NO: -Agro/DM/PSJ/2793-96

DATED:- 30.07.2024

For and on behalf of J&K Agro Industries Development Corporation Limited, bids are invited from Registered Principal Manufacturers/Authorized Dealers having valid license/ Registration for purchase of following Agriculture items. J&K Agro industries Development Corporation is having a procurement and sales division which procures and supplies Agricultural machineries to Agri. and allied Departments to meet the demands of various Govt Deptts during the financial year. Corporation intends to finalize the Procurement Purchase arrangements through this E-tender.

S. No	Name of item.	Amount of CDR	Cost of Tender Documents	Date and time of opening of bids (online)
1.	Procurement of Agriculture Machinery for Rate Contract (Detailed Information in the attached BOQ)	Rs.20,000/-	Rs 1180/- (non-refundable)	21.08.2024

1. The Bidding Document Consisting of qualifying information , eligibility, criteria, Specification, set of terms and condition of contract and other details can be seen/downloaded from the departmental website www.jktenders.gov.in as per the schedule of dates given below:-

1	Date of Issue of NIT	30.07.2024
2	Period of downloading of bidder documents	30.07.2024 to 20.08.2024 till 16:00 hrs
3	Bid submission Start date	30.07.2024
4	Bid submission End date	20.08.2024 at 16:00 hrs
5	Date and time of opening of Technical bids (online)	21.08.2024 at 15:00 hrs
6	Date and time of opening of Financial bids (online)	After the complete Technical Evaluation of documents of all participated bidders

2. **Bids must be accompanied with cost of tenders' documents in shape of Bank Receipt in f/o J&K Agro Industries Development Corp. Ltd bearing J&K Bank Acc No CD-0097010100000962, IFSC Code- JAKA0TNHALL, Earnest money/bid security in the shape of CDR/FDR Pledged in favour of Managing Director J&K Agro Industries Development Corporation Limited.**
3. **The date and time of opening of bid shall be notified on website www.jktenders.gov.in and convey to the bidder automatically through an e-mail message on their mail id. The bids of responsible bidders shall be opened online on same website in the office of **Managing Director J&K Agro Industries Development Corporation Limited. (Tender receiving authority).****
4. **The earnest money shall be fortified if:**
 - a) Any bidder/ tenderer withdraw his bid/ tender during the period of bid validity or make any Modifications in the terms and conditions of the bid.
 - b) Failure of Successful bidder to execute the agreement within 07 days after fixation of contract.
5. **Instruction to bidders regarding e-tendering process.**

- 5.1 Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in to acquaint bid submission process.
- 5.2 To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC) as per Information. Technology Act-2000. Bidders can get digital certificate from any approved vendors.
- 5.3 The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.**
- 5.4 Bids will be opened online as per time schedule.
- 5.5 Bidders must ensure to upload scanned copy of all necessary documents and complete address and contract no. with the bid. Besides, original/Photocopies of documents related to the bid are submitted physically only by L-1 bidder.

Note: - Scan all the documents on 100 dpi with black and white option.

6. **The department will not be responsible for delay in online submission due to any reasons.**
7. Scanned copy of **cost of tender document** in shape of Bank Receipt and Earnest Money/Bid Security in shape of CDR/FDR pledged to **Managing Director J&K Agro Industries Development Corporation Limited** must be uploaded with the document of the bid.
8. Bidders are advised to use "**My Documents**" area in their user on www.jktenders.gov.in portal to store such documents as are required.
9. **The technical Bid must consists of following information and documents.**
 - 9.1 All bidders shall include the following information and documents with their bids:-
 - (a) Copy of Place of registration and principal place of Business, with complete address and contact details.
 - (b) Copy of Principal manufacturer certificate/dealer certificate.
 - (c) Copy of GSTIN No. Number
 - (d) Copy of PAN Number.
 - (e) Copy of Latest GST return file shall be furnished.
 - (f) Copy of Latest ITR.
 - (g) Copy of EMD/FDR.
 - (h) Copy of cost of document (COD) in the shape of bank slip.
 - (i) Certificate of ISI /BI/FMTTI standard or State Agriculture Universities
 - (j) Notarized Affidavit as per annexure-A
 - (k) Notarized Affidavit as per annexure-B
 - (l) MRP of the product in BOQ must be enclosed separately.
 - (m) Bidder should also mention the MRP of the product he/she is bidding for on the letter head of the firm of concerned bidder.**

9.2 All documents relating to the bid shall be in the English Language.

10. A) If the bidder does not quote rate/rates for any item/items in BOQ the bidder will not be able to claim those items.

B) 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.

C) If at any stage the information and documents submitted by bidder are found to be not correct. His CDR, EMD shall be forfeited besides initiation of Criminal proceedings.

Note: In case the above mentioned documents are not enclosed, the tender can be rejected as per the decision of the Purchase Committee and no document shall be entertained in offline mode.

General conditions of contract:-

1. **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 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 JK UT the tenderer shall be liable for prosecution under law and the excess amount charged thereof shall be recovered from your bill/securities etc. All the bills shall be settled at the market rates only vetted by Purchase committee.**
2. In case the firm fails to supply ordered items, within the stipulated period, the CDR/ Security Slip 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.

3. Guarantee / Warrantee:

The material should be guaranteed for a period of 12 months against any manufacturing defects. In case of any complications/ defects, the complaint has to be attended immediately and defective items shall be replaced at your cost. Failure in the compliance of this can cause in the forfeiting of the Security Deposit.

4. F.O.R:-

Rates quoted shall be inclusive of all taxes (GST) and F.O.R. Jammu/Kashmir Division of the concerned indenting department at Zone, Subdivision, block/tehsil/District level.

5. Validity of Rates:-

The rates quoted by the suppliers shall remain valid up to one year from the date of issuance of contract and inclusive of all taxes and thereafter shall be extended on mutual agreement only.

6. Dealership Certificate and Test Report.

The firms, which are not Principal Manufacturer and are submitting tenders, are required necessarily to attach a valid Dealership Certificate from Principal manufacturer and test report from any recognised institute authorised by Govt. of India i.e Latest BIS/ISI/FMTTI. The bidder should have to provide the test report and dealership certificate component wise along with the bid.

7. Payments:-

Payments shall be made after receiving from the indenting Deptt. and on receipt and verification of the material by the indenting Deptt. and Corporation and only 90% payment shall be released. 10% payment shall retain in the corporation and shall be released after completion of Defect Liability Period of 12 Months.

8. At the time of supply order 5% shall be deposit on the value of order. It shall be released after the completion of work.

9. 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.

10. Delivery schedule

The material should be supplied within 15 days or as per the terms of Supply Order. In case of delay in the supply beyond the stipulated time, 0.25% per day penalty of value of the ordered material shall be imposed subject to max of 10% billed amount or as the Managing Director, AIDCL may deem fit and /or forfeit the Earnest Money / Security Deposit.

11. ARBITRATION

If any question, dispute or difference what so ever, arises between the firm & the depts./ Government in relation to or in connection with this contract either of the parties may give notice in writing of such questions, dispute or difference and the same be referred to the Administrative Secretary of the Department for arbitration. This submission shall be deemed to be a submission to arbitration within the meaning of the Jammu & Kashmir Arbitration Act. In witness thereof the parties here to have signed this agreement on the dates respectively mentioned against their signatures. The provision of J&K Arbitration Act Samvat 2002 and of the rules there under and statutory modification thereof shall be deemed to apply to the arbitration disputes if any regarding reference to courts shall be subject to jurisdiction of J&K courts only. If there is any deviation from the specification of the product (test reports), all the penalties in such case will be applicable on the supplier/bidder only.

12. Submission of offer

The tenders shall be opened on the date mentioned in above table 2 at same office in presence of the tenderers who wish to be present or any subsequent date convenient to Purchase Committee.

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

14. 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.

15. The Purchase committee reserves the right to accept or reject any tender, part of a tender or all tenders with the permission of MD JKAIDCL without assigning any reason.

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

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

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

19. 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 tenderer for acceptance on rate contract basis and the bidder shall have no objection for it.

20. 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.

21. The terms and conditions of the corporation is final and is binding on the part of the bidder. No terms and conditions will be accepted from bidder side.

22. Third Party Inspection:-

The corporation reserves the right to get the material inspected by third party to ensure the material supplied is exactly as per specification mentioned in the tenders' documents.

23. The item in the said E-nit is not for own consumption of the corporation. The corporation receives requirement from various Govt. Departments and other allied departments of Agriculture and accordingly makes procurement on this behalf and supply said requirement to them after add its own service charges. The estimated value of the supply have been work out on the basis of past and anticipated procurement data and requirement received from allied department.

24. An Affidavit on Rs.10 non judicial stamp paper that price charged for supplies under contract shall under no circumstances exceed the lowest price at which the contractor sells identical description to any Govt. Department/Institution/Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure-A.

25. An Affidavit on Rs.10 non judicial stamp paper that the company/firm has not been neither black listed nor de-barred from participation in tender by any of the Govt.Department/Organisation/ PSU etc as per Performa attached in Annexure-B.

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

-Sd-

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

Copy to.

1. Managing Director, JKAIDCL, Jammu for Kind information please.
2. Director Finance JKAIDCL, Jammu for Kind information please.
3. General Manager CFP, Baribrahmana for kind information please.
4. Divisional Manager, P&S, Kashmir for kind information.
5. Office File.

JK AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

Annexure-A

Affidavit Certificate

I/We _____ (Name, Designation and Address)
here by declaring that price charged for quoted item/items under this contract, our firm has no
circumstances exceeded lowest price of identical goods given to any Govt.
Department/PSUs/Institutions/Organizations etc during current year.

I/We solemnly affirm that the information given in the bid is correct to the best of my knowledge
and belief and nothing of any sort has been concealed. If at any stage the information and
documents submitted by me are found to be not correct. My CDR, EMD shall be forfeited besides
initiation of Criminal proceedings.

Signature of Authorized Signatory _____

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Stamp _____

Place: _____

Dated: _____

JK AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

Annexure-B

Affidavit Certificate

- I. I/We, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- II. I/We _____ (Name, Designation and Address) here by declaring that our firm/company has not been **neither blacklisted nor debarred from participation** in tender by any Govt. Department/PSUs/Institutions/Organizations etc. I/We had supplied the goods during the last three years.

I/We solemnly affirm that the information given in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed. . If at any stage the information and documents submitted by me are found to be not correct. My CDR, EMD shall be forfeited besides initiation of Criminal proceedings.

Signature of Authorized Signatory _____

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Stamp _____

Place: _____

Dated: _____