

**TERMS AND CONDITIONS**

**TENDER FOR LOOMS**

**1. ADDRESS OF TENDERS**

The tender shall be addressed to the General manager JKHDC Jammu. The tender shall be super-scribed with the tender No., due date and brief name of the work.

**2. SUBMISSION AND OPENING OF TENDERS.**

The e-tenders shall be uploaded on the official website i.e [www.poshish.in](http://www.poshish.in) from 10.03.2018 to **17.03.2018 upto 4.00 PM**. The hard copy of the instruments like Earnest Money which shall be in form of FDR/CDR. which shall be in form of Demand Draft be delivered in the office of the Managing Director JKHDC, 5<sup>th</sup> floor Udyog Bhawan Rail Head Complex, Jammu, 19.03.2018 **upto 2.30 PM**. In the event the date of opening of bids is declared holiday same shall be opened online on next working day.

**3.** The intending bidders among other requirement shall necessarily furnish the documents as required under S. No. 6, 7 & 8 of this bidding document and as per other conditions of this bidding document.

**4.** The intending bidder should be a manufacturer/Authorized Dealer/Distributor of looms mentioned in the Tender notice.

**5. RATES/PRICES**

Rates quoted/allotted shall remain firm during the period currency of contract. The rates quoted by the firm shall be final inclusive of all taxes for complete item F.O.R EODHP Samba including erection and commissioning with all materials and carriages etc. No price escalation shall be allowed/accepted.

**6. EARNEST MONEY**

Each bid shall be submitted along with earnest money of 2% of the total quoted amount in the shape of CDR/FDR pledged to the J&K State Handloom Development Corporation, Jammu and Earnest money of un-successful bidder shall be released after finalization of the case. The Earnest Money of successful Contractor shall be released after a period of Six Month of defect liability period to be reckoned from the date of completion of work, Defects arise if any shall rectify the defects at his own Risk and cost. The intending bidder while submitting his bid online shall also upload photocopy of instrument of bid security, demand draft and affidavit with other required documents.

**7. IMPORTANT DOCUMENTS**

List of important documents may be mailed [Mdikhdc@gmail.com](mailto:Mdikhdc@gmail.com).

- a) Copy of Dealership/Authorization Letter of the Manufacturer firm.
- b) Copy of the Proof of the manufacturer firm for registration.
- c) Copy of the GST No.
- d) Copy of the PAN Card

- e) Copy of the list of potential clients to whom the machines of similar brand have been supplied during last five years.
- f) The manufacturer can put his terms and conditions if any for the supply of the machines.

**Following instruments in Original:-**

- i) C.D.R./FDR/Bank Guarantee 2% of the advertised cost from any nationalized/ Scheduled Bank pledged to tender opening authority.

**8. SUBMISSION OF BID**

Two cover systems shall be adopted by the bidder in submission of Bid Part-I & Part-II in online format.

Part-I shall be named as “**Technical Bid**” containing documents as mentioned under Clause 7.

Part-II shall be named as “**Price Bid**” containing the price.

**9. Address for Communication**

The bidder shall furnish complete address for communication includes mobile No. and e-mail.

**10. Opening of bids**

I. The technical part of bids received online shall be opened on 19.03.2018 at **3.00 PM** in presence of bidders who wish to be present at the time of opening.

II. The Financial Bids of only such bidders shall be opened who are evaluated as technically responsive bidders by the evaluation committee constituted for the purpose. The date of openings of financial bids shall be intimated separately.

**11.** The bidders who do not meet the qualification/eligibility criteria shall be declared as Non-Responsive bidders.

**12.** The rates and prices quoted by the bidder shall be fixed for the duration of contract and shall not be subject to adjustment.

**13. LIQUIDATED DAMAGES**

For delays on part of contractor/Supplier, under rule shall be imposed upon the contractor/Supplier. In the event contractor/Supplier abandons the work unauthorized and fails to resume the same despite notice served upon him by the JKHDC his contract shall be terminated and balance work put to tenders at his risk and cost. Further action as warranted under rules shall be initiated against him.

**14. Quantity and Specifications**

JKHDC has right to increase/Decrease of the quantity with similar/Altered Specifications and difference if any shall be negotiated with the firm on market rates.

**15. VALIDITY OF TENDER**

The validity of bid shall be 90 days to be reckoned from the date of opening of Technical Part of the bid.

**16. SITE VISIT**

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for supplies of machines. The costs of visiting the Site shall be at the Bidder's own expense.

**17. CLARIFICATION**

If any clarification is required by the Contractor, the same shall be had from the office of the General Manager JKHDC 5<sup>th</sup> floor, Udyog Bhawan Rail Head Complex, Jammu Mobile no- 9419797664 well before the last date and time for submission of tender by written request.

**18. Currencies of Bid**

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

**19. Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

**20. JKHDC** Management reserves the right to accept or reject any or all the tenders before and after their opening without assigning any reason thereof.

**21. COMPLETION PERIOD.**

The entire work shall be completed within **01 Month** from the date of issue of formal allotment. No defective/substandard machine shall be accepted during the course of execution & if found at any stage, the same shall be rectified by the Agency & no claim on this account shall be entertained. The quantity of work may increase or decrease which shall be paid as per actual on allotted rates.

**22. PAYMENTS/QUALITY CONTROL**

The payment shall be made to the tenderer against the successful supplies and after successful erection and commissioning of the machines in EOHDP Samba.

**23. Annual Maintenance Contract**

The party shall enter in annual maintenance contract with JKHDC on annual basis. However AMC shall start after the guarantee period.

**24. TAXES/DUTIES**

All taxes/duties as applicable under rules from time to time shall be deducted from the payments of the supplier's bill.

**25. AGREEMENT**

The successful supplier to whom the supply order will be allotted is under obligation to execute the agreement with the Corporation within 7 days from the date of issue of formal allotment.

**26. ARBITRATION**

If any dispute or differences whatsoever may arise between the Agency and the Corporation in relation to laws or in connection with the supply of machines execution of work as per specification, terms & conditions, the same shall be referred to the Managing Director to act as sole arbitrator in the manner provided in the agreement. The decision of the arbitrator is final and binding on both the parties.

**General Manager  
JKHDC**