

J&K STATE HANDLOOM DEVELOPMENT CORPORATION LIMITED

Detailed terms and conditions for the tender notice issued vide NIT No.HDC/MD/Tender/076/166 dated- 28.02.2019 are as below:-

RECEIPT & OPENING OF TENDER

1. The tender duly sealed affixed with a revenue stamp of Rs.5/- be sent well in advance by SSI, units Registered in textile items/ Societies/ weavers/Artisans registered with J&k State Handloom Dev. Corporation Ltd. in person or through registered post, speed post or by courier services should reach AGM JKHDC, 5th floor Udhog Bhawan, Jammu/AGM JKHDC, Sanat Ghar, Srinagar/Project Manager on or before 20.04.2019 up to 4:00 PM.
2. The interested tenderer should essentially be registered with JKHDC under Marketing Assistance Scheme of the Corporation for SSI units/Societies/Weavers/Artisans which are not registered shall invariably get themselves registered with JKHDC by or before **19.04.2019** so as to become entitled for participation in the tender competition. Only such SSI Units/Societies/Weavers/Artisans shall be considered for placement of supply orders during the **F.Y .2019-20** .
3. The tender must be accompanied with earnest money amounting to **Rs. 5000/-** for SSI Units/Societies and **Rs 500/-** in case of weaver/Artisans in the shape of Cash Receipt of JKHDC or CDR/FDR duly pledged to J&K State Handloom Development Corporation Ltd failing which the tender shall not be entertained. However, tenders whose previous valid EMDs are lying with JKHDC need not to enclose the fresh EMDs for which they require to provide documentary evidence. The tender documents can be had from the offices of Asstt.General Manager, JKHDC Udyog Bhawan Jammu/ Sanat Ghar Srinagar on payment of Rs.100/- (Rs 25/- for weavers/Artisan) per set. The last date for purchase of tender document is **20.04.2019 up to 4.00 P.M.** the tender document can be downloaded from our website and in such cases the cost of tender document as mentioned in condition no-4 should be deposited with JKHDC and cash receipt should be enclosed with the tender document.
4. The lowest tender offered by the party does not restrict the corporation to allot the order in Full/Part of available quantity with the Corporation during the year. The tender is invited to drive the genuine rates of items required by the Corporation for retail sale in its showrooms/institutional sale in the state and outside state.

A. Terms & Conditions especially for Institutional Supplies in the State

5. All rates should be inclusive of all carriages/loading unloading/packages etc FOR anywhere in the state.
6. Any damage/Loss/Theft shall not be borne by the Corporation.
7. Any rejection by visual/Committee/Laboratory test of the supplied material shall not be borne by the corporation.
8. Any rejection of material due to short supply/ visual/Committee/Laboratory test shall be entertained for a unit/Party twice a year and at third time party shall be black listed and shall not be considered for next year supply.
9. Any dishonor of Corporation supply order shall also be considered under clause-9.
10. JKHDC being the nodal agency for supplying the textile items so any registered party with JKHDC cannot participate in any State Govt Department Tender process and if found so such party shall be out rightly black listed.
11. JKHDC has right to visit any registered SSI unit/Society at any time to access its production capacity and also supervise the production activity against the supply order placed to the SSI Unit/Society and shall not object for that.
12. Any logo, Brand name, Mark as prescribed by the Corporation shall be applied by the SSI units/Society without any extra charges.
13. The rates quoted should be lowest and inclusive of all charges without GST & FOR to any region of Jammu & Kashmir The GST/IGST rate as applicable and HSN Code must be promptly written on the rate list. The rate should be quoted per unit as mentioned in the rate list.
14. Any negative rate/exorbitant rate if quoted shall not be considered. The rate quoted by the tenderer should not exceed the lowest prevailing rates in the market if any time during the currency of rate contract it is noticed that the rates of any supplied items are lower than the quoted and approved rates in that case payment of material supplied shall be Restricted and paid to a maximum up to lowest market rates.
15. JKHDC has right to increase/Decrease the quantities of any supply order issued in favor of any party.
16. JKHDC has right to inspect the material at any stage of manufacture and have samples for its laboratory testing at Sanat Ghar/Samba and the report of the test house shall be final.
17. The payment shall be released only after the material is accepted and the payment is received from the indenting Dept by the Corporation.

B. TERMS & CONDITION ESPECIALLY FOR INSTITUTIONAL SUPPLIES OUTSIDE J&K STATE

All clauses same as per Para A except the rate FOR to any capital city of the country.

TERMS & CONDITION ESPECIALLY FOR RETAIL SUPPLIES

18. The quality of the fabric (i.e Pashmina, Rafal etc) shall be tested in JKHDC laboratory and report of laboratory shall be final.
19. Any piracy/unethical/ if found JKHDC has right to put penalty and SSI unit/Society/Weaver/Artisans can be black listed.
20. No tenderer can claim his right for better design/Pattern/Fabric & decision of the purchase committee shall be final.
21. Tender is invited for purchase of products out rightly in bulk quantity for its showrooms in the state and outside the state in Phased manners.
22. The rates shall be FOR at central store Udyog Bhawan Jammu and Solina Rambagh Srinagar which include all loading/Unloading charges.
23. Receipt of only proper quality as per sample/code in good condition shall be considered.

TERMS & CONDITION ESPECIALLY FOR JOB WORK IN CENTERIZED SECTOR, SAMBA

24. The registration of JKHDC in this case shall not be the obligatory.
25. All infrastructures in the shape of civil/Machinery/Power/Energy extra shall be provided by JKHDC.
26. The working hours will be 9 am to 6 pm.
27. Any damage to JKHDC property/Material intentionally shall be deducted from concerned agency/Artisan.
28. Any indiscipline/misbehavior in the premises of the JKHDC shall be dealt under law and such artisan/Worker shall not be allowed in the premises in future.
29. The payment against the work shall be paid in the shape of wages to the individuals.
30. All inputs in shape of Raw material/consumables shall be provided by JKHDC.
31. The successful agency which shall be allotted the either of the job work of Screen Printing/Block Printing/Dyeing/Stitching work shall deposit Rs. 1.00 Lac. To JKHDC as a security of raw fabric till the period of the agreement.

TERMS & CONDITION ESPECIALLY FOR JOB WORK IN DECENTERIZED SECTOR

32. All material shall be provided to the society/Artisans through concerned Project Manager/Extension Officer and quality/progress of the work/security of JKHDC material shall be their responsibility. All JKHDC material shall be issued through concerned officer on their surety.
33. Each page of the tender document must be signed by the tenderer himself/themselves Stamped/dated or through their duly authorized person without which the tender shall not be accepted.
34. Tenders once received shall not be returned, tender documents are also non transferable.
35. Tenders must be computerized or hand written legibly and tendered rates must be quoted both in figures and words. Tenders written with pencil or partly computerized or partly hand written shall not be considered. Any correction in rates quoted in the tender will not be accepted.
 - The tenders not accompanied with required CDR/FDR shall be rejected by the corporation, the old CDR if any lying with corporation shall not be considered as CDR/earnest money against this tender.
 - The indenting tenderer's will have to furnish sample measuring one meter in cloth for each quoted rate/item and one piece for other items like blankets towels, bed sheets etc and every sample must be stamped with the name of the firm and tender item No & other Specification.
36. The validity of tender for acceptance shall be (Four Months) from the date of opening of tenders by the corporation.
37. The rates to be quoted by the tenderers shall remain valid for one year from the date of issuance of rate contract or till finalization of new rate contract. No escalation in the rates shall be allowed by the Corporation. The rates once quoted cannot be changed or sublet his contract or any substantial part thereof to party during the rate contract period. The successful parties will have to execute an agreement with the Corporation.
38. In the event the successful tenderer's failing declined, neglecting or delaying supply of materials or in the event of any damage occurring or being caused by the successful tenderer or in the event of default or failure of successful tenderer or if the goods supplied do not confirm to order specifications of the Corporation without prejudice to any other remedy available to it under law for time being in force in J&K State and Corporation shall take recourse to all or any of the following penal action against the defaulted supplier.
 - Make risk purchase from alternate source or from open market at the risk and cost of defaulted contractor to make good the loss sustained or excess cost incurred.
 - For delay in supplying of items beyond stipulated or extended delivery time of supply order. The corporation shall accept the supplies after imposing penalty up to the

maximum of 5% of the value of delayed goods. However, the penalty shall be imposed by the concerned officer after taking into account merits of the case.

- Recover the amount of the loss caused by failure or default (including consequential damages) as may be determined by the Corporation and OR
 - Terminate the rate contract after 30 days notice or black list the successful tenderer or suspend his registration for the time being in Corporation for a maximum period of two years or cancel his registration with the Corporation for ever time, if found participating in tender directly or indirectly against HDC in any indenting Deptt for supply of textile items or procuring orders for supply of referred items through M/S NCCF, Con-Fed or Jak Fed. In that case the penalty will further tantamount to loss being suffered by the Corporation on account of that executed supply order and shall be recovered from the pending bills of the successful tenderer.
39. Terminate the registration or suspend the rate contract of successful tenderer who shall be found creating unnecessary problems in smooth working of Corporation or whose conduct/behavior be not found good during contract period.
- Timely delivery of all items is absolutely essential and successful tenderer shall ensure same.
 - The successful tenderer shall be wholly and solely responsible for ensuring the delivery of the material to the indenting depts. strictly as per sample specifications laid down in the supply order.
 - The successful tender has to supply the material within the specified time as per approved sample specifications mentioned in the supply order in case successful tenderer fails to deliver the items within the allotted period, the Corporation shall be at liberty to arrange the items from alternate sources and extra cost if any incurred shall be deducted from the bills/security deposit of the defaulter (tenderer).
40. The acceptance of the material is further subject to the acceptance of the purchase committee of concerned Indenting Depts. However, it shall be sole responsibility of the approved supplier to deliver the material to the Indenting Dept. strictly as per sample / specification laid down in the supply order. Any discrepancy / shortage/ damage or if the items does not conform to sample specification noticed by the indenting department even after their inspection, the party shall be held responsible to rectify the discrepancy and to replace such supplied material from the date of communication of such damages/ discrepancies to them.
41. All interested parties to execute job work in Centralized sector at samba may visit EOHDPS samba for their feasibility and convenience.
42. Registered SSI Units/Societies/Weaver/Artisans clause shall not be necessary in case of parties participating under Clause 43.
43. The goods should be packed by the successful tenderer before dispatch at their care & cost to avoid any damage etc.
In case successful tenderer deems it necessary, they may insure the goods for all risks at their care and cost.
In case of any loss/damage/shortage found the successful tenderer shall be liable to make good such loss free of charge within the reasonable time.

44. That in case of any dispute, the matter shall be referred to the Managing Director, HDC who shall be arbitrator and his decision shall be final and binding upon both the parties.



Financial Advisor & CAO
JKHDC