

TENDER FORM

**HIMACHAL PRADESH AGRO INDUSTRIES CORPORATION LIMITED,
SHIMLA-171002**

E-tenders are invited by the HP Agro Industries Corporation Limited, Nigam Vihar, Shimla-2 for the purchase of Agri-Cannon by the Department of Agriculture etc. of Himachal Pradesh on Annual Rate Contract basis for the year 2024-25.

<p>Trade Group: Agri-Cannon</p> <p>Code No: AIC:006</p> <p>Tender Document Fee amounting to Rs. 5,000/- (Five Thousand) in the form of Demand Draft in the name of Managing Director, Himachal Pradesh Agro Industries Corporation Limited, Shimla</p> <p>ANNUAL RATE CONTRACT FOR THE SUPPLY OF AGRI-CANNON FOR THE YEAR 2024-25</p>	<p style="text-align: center;">For office use only</p> <p>NAME AND ADDRESS OF THE PARTY:-</p> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">AUTHORISED SIGNATORY</p>
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PARTICULARS OF TENDERER

(To be filled by the tenderer in block capital letters)

1. **Name of the Tenderer:** _____

(a) Address for communication: _____

(b) Telephone No with STD code: _____

(c) Mobile No. _____

(d) Fax No. _____

2. **Name of the Depot/Dump/Branch/Authorized Agent/Distributor/Stockiest/C&F Agent**

(a) Address for communication: _____

(b) Telephone No with STD code: _____

(c) Mobile No. _____

(d) Fax No. _____

DETAIL OF TENDER

Page Nos and other particulars of tender form.

1. This Tender Document contains pages from _____ to _____
(Numbering of all the pages including enclosures should be done & all pages be uploaded).
2. Tender Document Fee amounting to Rs. 5,000/- (Five Thousand) in the form of Demand Draft in the name of Managing Director, Himachal Pradesh Agro Industries Corporation Limited, Shimla & scanned copy is uploaded as page no. _____).
3. Earnest Money for Rs.50,000/- (Twenty Five Thousand) in the form of Demand Draft in the name of Managing Director, Himachal Pradesh Agro Industries Corporation Limited, Shimla & scanned copy is uploaded as page no. _____).
4. Attested Copy of valid manufacturing/dealer license in the name of tenderer from competent authority is submitted & scanned copy is uploaded as page no. _____ to _____.
5. Attested copy of valid GST registration certificate is submitted & scanned copy is uploaded as page no. _____ to _____.
6. Affidavit by the tenderer regarding non blacklisting of the tendering firm is submitted & scanned copy is uploaded as page no. _____ to _____.
7. Attested Copies of valid ISI registration of all the products quoted are submitted & scanned copies are uploaded as page no. _____ to _____.
8. Attested Copies of valid testing reports for all the quoted products issued by Govt. approved FMTTI or Central Institute of Agriculture Engineering (ICAR), Bhopal or College of Agricultural Engineering and Technology, Junagarh Agricultural University, Junagarh, Gujarat or any such other Govt. University authorized by the GOI are submitted & scanned copies are uploaded as page no. _____ to _____.
And/or.
9. Attested copy of valid manufacturing license of the manufacturing unit situated in Himachal Pradesh along with the list of items being manufactured in the unit. (If any) is submitted & scanned copies is uploaded as page no. _____ to _____.
10. The copy of the MSME Act, 2006 registration certificate is submitted & scanned copy is uploaded as page no. _____ to _____. (YES/NO)
11. All documents (Schedule A, B and C) including enclosures of the tender document are duly signed by authorized signatory and are submitted & scanned copies are uploaded as page no. _____ to _____. (YES/NO)
12. Authorization Certificate and attestation of signature from the manufacturer/dealer in the name of the authorized representative; if any is submitted & scanned copy is uploaded as page no. _____ to _____. (YES/NO)

**Signature of the tenderer
with Stamp/seal of the Firm**

TENDER FORM

TERMS AND CONDITIONS

E-Tenders are invited by the HP Agro Industries Corporation Limited, Nigam Vihar Shimla-171002 for the purchase of **Agri-Cannon** by the Department of Agriculture etc. in HP on Annual Rate Contract basis for the year 2024-25 on the following terms and conditions:

1. Tender must be submitted through online mode only. **However hard copy of uploaded tenders alongwith other documents will have to be submitted in the HPAIC H.O. Shimla-2 well before the last date.** The detailed tender form along with schedule of items will be available on the website <https://hptenders.gov.in>.
2. Manufacturer/dealer can participate in the tender and also authorize any person/ firm to fill and submit the tender on its behalf. The Manufacturer/dealer as per condition No.4 stated below should sign the Authorization. Authorization must have attested signature of the person who shall fill the tender document and enclose/upload the requisite documents with the tender document on behalf of the manufacturer/dealer. Tender document shall be issued in the name of the manufacturer/dealer only. In case authorized representatives wish to quote for more than one manufacturer/dealer he should quote in separate tender form for each manufacturer/dealer. The rate contract shall be issued only in favour of the manufacturer/dealer.
3. (i) The e-tenders will be addressed to Managing Director, H.P. Agro Industries Corporation Limited, Shimla by designation and not by name; (ii) The tenders shall comprise of two separate bids: TECHNICAL BID and the FINANCIAL BID; (iii) Initially, only TECHNICAL BID" shall be opened. No decision regarding disqualification or rejection of any bid shall be conveyed in bid opening session; (iv) The "FINANCIAL BID" shall be retained in the e-tender without being opened; (v) The TECHNICAL BID shall be evaluated without reference to the price. The corporation/committee can reject any proposal/bid which does not conform to the specified technical criteria; (vi) The mandatory and non-mandatory documents/fields are specifically mentioned in the e-tender document; (vii) During the technical evaluation no amendments in the technical bid shall be permitted; (viii) The FINANCIAL BID shall be opened online at scheduled time & date; (ix) After the evaluation and approval of the technical bid, the "FINANCIAL BID" of the technically qualified/accepted bidders shall be opened within the bid validity period. The financial bid (s) of firms whose technical bid is rejected/found nonresponsive shall not be opened. The criteria for technical bid qualification and acceptance of the financial bid is as under:-

Sr. No.	Qualification Criteria	Documents to be uploaded by the bidders in the form of PDF Files of scanned copies in the same order as mentioned below, on the e-tendering website during Online Bid Preparation stage.	Nature of Document
1.	The tenderer should have purchased the tender document from the Corporation through online mode	Copy of Demand draft amounting to Rs. 5,000/- (Five Thousand) i.e. cost of tender document in the name of Managing Director, Himachal Pradesh Agro Industries Corporation Limited payable at Shimla	Mandatory
2.	The tenderer should upload the earnest money as per term of the tender document.	Copy of earnest money for Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Draft in the name of Managing Director, Himachal Pradesh Agro Industries Corporation Limited payable at Shimla	Mandatory
3.	The tenderer should be a	Attested copy of manufacturing/dealer license of the	Mandatory

	manufacturer/dealer.	tenderer for the item(s) quoted should be uploaded.	
4.	The tenderer should have GST Registration	Attested copy of GST Registration certificate will have to be uploaded.	Mandatory
5.	The tenderer should not have been blacklisted.	Affidavit of the tenderer regarding Non-blacklisting of the tenderer will have to be uploaded.	Mandatory
6.	The tenderer should have ISI Certification for its products.	Attested copies of valid ISI certificate(s) for the item quoted in the tender.	Mandatory
7.	The products of the firm should be tested by Govt. approved FMTT or Centre Institute of Agriculture Engineering (ICAR), Bhopal and or College of Agricultural Engineering and Technology, Junagarh Agricultural University, Junagarh Gujarat or any such other Govt. University authorized by the GOI.	Attested copy of testing of its product/ item(s) by Govt. approved FMTTI/Centre Institute of Agriculture Engineering (ICAR), Bhopal/ College of Agricultural Engineering and Technology, Junagarh Agricultural University, Junagarh Gujarat/or any such other Govt. University authorized by the GOI for the items quoted in the tender.	Mandatory
8.	Submission of local manufacturing certificate	Those firms who wish to be considered for Parallel Rate Contract will have to upload the manufacturing certificate of the factory situated in Himachal Pradesh with list of items manufactured in that factory for the item quoted in the tender.	Mandatory for those firms claiming to be local manufacturer/dealer.
9.	Certificate of registration under MSME Act, 2006	The manufacture who is registered under MSME Act, 2006 will have to upload a copy of the registration certificate.	Mandatory for those registered under MSME Act.
10.	Submission of authorization certificate	Authorization Certificate from the manufacturer/dealer in the name of the authorized representative and attestation of signature of the authorized representative should be uploaded.	Mandatory, in case the manufacturer/dealer authorizes some other person or firm to fill and sign the tender form/document on its behalf.

N.B. (a) “COVER-1 i.e. TECHNICAL BID”: This shall contain online Tender Form terms & conditions, schedule “B” & “C” duly signed & stamped, copies of required documents as mentioned in the terms and conditions; and Earnest Money & Tender Cost as prescribed in tender schedule. The Technical Bid shall be opened on the date of opening of online tender.

(b) “COVER-2 i.e. FINANCIAL BID”: This shall contain BOQ (Bill of Quantity) / Schedule “A” of rates only. After the evaluation and approval of the technical proposal/bid, the financial bids shall be opened of the technically qualified/accepted bidders only. The financial bids of technically rejected bidders shall not be opened.

4. The online tender for the supply of **Agri-Cannon** as called for in tender notice must be uploaded in website: <https://hptenders.gov.in>. Technical Bid of this equipment shall be opened by members of the Tender Opening / Purchase Committee on scheduled date. The Financial Bid of technically qualified tenderer submitted online will be opened on subsequent date which will be intimated to the participating tenderer through e-procurement website: <https://hptenders.gov.in> after the opening of the technical bid. In case the date of opening of Technical and or Financial Bid happens to be a Govt.

holiday the technical/and or financial bids will be opened on the next working day at the same hour.

5. In the event of the e-tender being submitted by a firm it must be signed separately by each member thereof. In the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company the tenders should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the tender shall be deemed to be that of authorized signatories. All the documents shall be properly stamped and signed.
6. All the columns of the e-tender form (Schedule-A) shall be duly /properly and exhaustively filled in.
7. Tenderer(s) will have to submit samples before the date of opening of the Technical bid in separate packing bearing item codes and names on the covering duly signed by the tenderer. Such samples must be submitted and delivered in person or through their authorized representative to the corporation. Sample should bear a sealed label, marked with the tenderer's name and address and reference to the item No. in schedule-A. The technical Scrutiny Sub Committee shall sign/ seal the samples at the time of scrutinize the technical bids. It is at the discretion of the committee to keep the sample in the possession of HP Agro Industries Corporation Ltd., or return to the tenderer/ his authorized agent for keeping the same in safe custody at their premises. All instructions regarding the samples specified in the notice should be complied with. All samples except those against accepted tenders must be removed by the supplier within 10 days of finalization of tenders, failing which the sample will become the property of the Corporation and no claim thereof will be considered. The signed and sealed sample shall be produced on demand of the technical Scrutiny Sub Committee during the currency period of the tender. HP Agro Industries Corporation Ltd. shall not be responsible for the damage to sample in the event of wear and tear, injury while testing, exposure and experiment etc shall be no ground for compensation in any form. Similarly the successful party who is put on Rate Contract shall remove their samples deposited against the Rate Contract after 90 days and before 120 days of expiry of rate Contract, where after the same shall become the property of the Corporation and will be disposed of under the orders of the Corporation management in such a manner as may be decided without any notice to the contractor.
8. Earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) in the shape of Demand Draft in favour of the Managing Director, HP Agro Industries Corporation Ltd. payable at Shimla should be furnished with each tender. The EMD amount will be non interest bearing and refundable.
9. The selected bidder of Agri-cannon shall have to deposit an amount of Rs. 2,00,000/- in the form of Demand Draft in the name/favour of Managing Director, Himachal Pradesh Agro Industries Corporation (HPAIC), Nigam Vihar, Shimla. The performance security amount will be non-interest bearing and refundable at the time of successful supply.
10. The e-tender must be accompanied by **Sales Tax/GST clearance certificate** showing the clearance of taxes up to 31st March of the preceding year (i.e. 2024).
11. Prices should be firm; validity of rates must not be less than 120 days. In case where the period of validity is specifically mentioned and tenderer does not send any intimation by registered post after expiry of such specified period, the validity of rates shall be deemed to have been extended till the date of issue of rate contract.
12. The HP Agro Industries Corporation Ltd. reserves the right of rejection/approval of all or any of the e-tender(s) without assigning any reasons thereto and reserves the right to negotiate with any of the tenderer (s) where deemed necessary and to award parallel rate contract to any or all of the participating tenderer (s). A parallel rate contract can be entered into with the one or more local firms having their manufacturing unit(s) in Himachal Pradesh, on the lowest approved rates, whose products fulfill the technical requirements laid down if the local unit(s) had participated in the original tender. The Corporation reserves the right to make offer of parallel rate contract to only those local unit(s) whose quoted rates fall within 15% of the lowest quoted rates.
13. No e-tender will be considered unless and until all the desired documents are submitted/properly signed.

14. The e-tender quotations shall be construed as offer / offers open to acceptance in whole or in part/parts at the discretion of the High Level Purchase Committee up to 31-03-2025.
15. In the event of e-tender being accepted, the e-tender quotations will be construed as a contract which will be governed by the conditions given in Schedule "A", "B" & "C" (Annexed) read with these terms and conditions.
16. The HP Agro Industries Corporation Ltd. is authorized to debar any party or parties from future participation in the purchase programme for a period of up to one year from the date of issue of such orders and to forfeit the security/earnest money, when such party/ parties quote lowest rates in respect of various items but such party / parties make a request for not considering the rates after opening of the e-tender bids. In the event of awarding rate contract during the preceding years and a firm who failed to supply the material as per the supply order(s) of indenting officer(s) of the department(s) of H.P, the over and above amount spent by the indenting officer(s) of the department(s) of H.P for the purchase of same material shall be recovered first before awarding rate contract for the year 2024-25.
17. The tenderer who wishes to file appeal against the award of rate contract may do so within 30 days of the award of rate contract and the appeal shall be placed before the Principal Secretary (Agriculture) to the Govt. of H.P or any other authority as may be notified by the Government of HP.
18. The rates should be quoted F.O.R. destination anywhere in Himachal Pradesh unless otherwise specifically mentioned in the Schedule "A" of the rate contract.
19. Tenders of only those items which are ISI marked and tested by Govt. approved Farm Machinery Training and Testing Institute (FMTTI) recognized or Central Institute of Agriculture Engineering (ICAR), Bhopal or College of Agricultural Engineering and Technology, Junagarh Agricultural University, Junagarh Gujarat and or any such other Govt. University authorized by the GOI will be accepted. The tenderer(s) shall have to upload, self attested or attested by Gazetted Officer, the copy of the valid ISI marking licence and FMTTI/Govt. University testing certificates for the item(s) quoted. The rates of only those firms which are having ISI mark and testing by Govt. approved laboratory for the quoted items will be considered.
20. The firms must ensure that they have a valid BIS License during the currency of Rate Contract and the BIS License expiring during the currency of Rate Contract shall be renewed well in time before the expiring of BIS license. No supply will be made/accepted in the absence of valid BIS License during the currency of Rate Contract.
21. The payment will be made after 2% TDS deduction by Indenting Department after physical delivery of inspected/accepted stores duly supported with satisfactory test report, inspection note and after receipt of correct goods at consignee's site/destination. Liability to pay against the Indented material rests with the Indenting department. HP Agro Industries Corporation Ltd. cannot be held responsible for any delay in making payment by the indenting department.
22. Rate, specification, measurement and quantum etc. must be quoted in metric system and filled only in the Schedule "A" and nowhere else.
23. Where ever and when ever samples are required to be got tested as per ISI, the tenderer(s) will have to furnish testing fee on demand otherwise performance security will be forfeited.
24. The tenderer must upload/attach copies of their existing rate contracts, if any, with the DGS&D or any other State Government.
25. Test reports from the test laboratories approved by State/Central Government must be supplied by the tender wherever required as mentioned in Schedule "A".
26. Inspection of factory premises can be carried out by the HP Agro Industries Corporation or its authorized representative to ensure the genuineness of the firm to verify the capacity/quality of product being manufactured by the firm.
27. The rates of CGST/SGST and any other levies / taxes as applicable at the time of e-tendering shall be mentioned separately in the column specified in the Schedule A otherwise rates will be deemed to be inclusive of such levies/taxes and no future

increase in taxes/ duty will be allowed. Only statutory increase or decrease (if any) in taxes shall be applicable during the currency period of rate contract.

28. **Price fall clause:** - The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer at any other State/place in India, he shall be bound not to charge higher rate for the same item offered in the tender. In the event of higher rates quoted by such tenderer, the rates so quoted by such party can be rejected /reduced at any stage.
29. In case stocks remain unsold or otherwise expire, 25% quantity of the total supply order will have to be replaced by the party on annual rate contract at his own expense or in lieu thereof the cost of the 25% quantity is required to be deposited. If the party at rate contract fails to replace or deposit the cost of expired equipment, the indenter will be at the liberty to deduct the payment from their future bill or performance security. The party on Rate contract should also be prepared to supply the material on consignment basis.
30. The rates should be quoted in Indian Rupees. Basic rates, Tax rates and MRP (inclusive of all taxes) should also be mentioned against each packing size in the specific columns of the financial bid. **The basic rates should be quoted in figures as well as words.**
31. The HP Agro Industries Corporation Ltd. reserve the right to further extend the Rate Contract validity beyond 31st March, 2025 for a period up to 6 six month on the approval of the High Level Purchase Committee.
32. The purchase of material by the indenting departments will be made only from the depot/dumps/branches of the manufacturer/dealer in Himachal Pradesh. In case the supplier does not have any depot/dump/branch in Himachal Pradesh then it will have to open depot/dump/branch within the State to make the sales from such point.
33. The material offered for inspection and material supplied should not be more than three months old.
34. The name of the product, name of the manufacturer/dealer and Brand Name of the product must be embossed properly on the body of Agri-cannon. Pasting or printing will not be accepted. After the Technical e-Bid is opened and evaluated, the sample submitted by the tenderer will be examined by the Technical Scrutiny Sub-Committee and only after ensuring that the sample visually meets the detailed e-tender specifications as well as the firm's name and brand name embossed on the body of the Agri-canon, the financial bid of the e-tender for that product will be opened.
35. The manufacturer/dealer will have to certify as to whether the company is registered under MSME Act, 2006 or not. The manufacture who is registered under MSME Act, 2006 will have to submit a copy of the registration certificate.
36. All disputes arising out of this contract or otherwise in connection with the e-tender shall subject to jurisdiction of Shimla Courts only.

Undertaking by the Tenderer

37. I/We hereby agree to abide by the terms and conditions stated above. I/we hereby undertake to supply the goods and material at the rates specified in the schedule "A" and within the time specified and as set forth in the conditions of contract given in schedule "A", "B" and "C" which will be binding upon me/us in the event of award of rate contract.
38. I/We herewith enclosed Demand Draft of earnest money and should I/We fail to comply the terms and conditions of e-tender document, HPAIC Ltd., may forfeit the amount of performance security and enforce the condition No. 17. (ii) of Schedule-B.
39. In case the tenderers fails to supply the material or violates any of conditions, the department may be at liberty to take legal action as deemed fit and appropriate.

Read and accepted.

Signature of the tenderer

SCHEDULE-“A”

AIC: 006

**ANNUAL RATE CONTRACT FOR THE SUPPLY OF AGRI-CANNON FOR THE
YEAR 2024-25.**

**WHILE FILLING UP THIS SCHEDULE THE TENDERER IS REQUESTED TO GO
THROUGH THE TERMS AND CONDITIONS OF THE E-TENDER DOCUMENT &
SCHEDULE- “A”, "B"&"C".**

<u>ANNUAL RATE CONTRACT FOR THE SUPPLY OF AGRI-CANNON</u>	NAME AND ADDRESS OF THE TENDER:-
PLEASE INDICATE:-	
PERCENTAGE RATE OF GST OR ANY OTHER LEVY.	
(AS APPLICABLE ON THE DATE OF TENDER) PLEASE WRITE BELOW	
(1) CGST=	(2)SGST=
(3) Any Other Levy=	
Fill Column 3 to 6 in Financial Bid and 7 to 8 in Annexure-1 in the Technical Bid.	

Fill Column 3 to 6 in the financial bid and 7 to 8 in Annexure-1 in the technical bid.

Item Code	General Description/ ISI specification	Tender rate per packing in Rupees excluding GST/ other levy (Quote in words as well as figures) (Basic Rate)	GST applicable along with rate of GST (in rupees)	Tender rate per packing including GST (in rupees)	MRP to be printed on packing (inclusive all taxes) (in rupees)	Brand Name	Indicate/specify whether ISI marked and tested by FMTTI/ Central Institute of Agriculture Engineering, Bhopal/ College of Agricultural Engineering and Technology, Junagarh Agricultural University, Junagarh, Gujarat/or by any other Govt. University authorized by the GOI
1	2	3	4	5	6	7	8
20001	1. Canon bore 50mm dia pipe (50+/- 1mm) 2. Cannon drum 90 mm dia pipe (90+/- 1mm) 3. Carbide container/cylinder 35 mm dia X 80mm length with ellipse cut from bottom 10mm to 60mm top 4. Ball valve 1/4" (Inch) threaded, ball type 5. Piezoelectric igniter 25 mm with 16.5 mm hole with 6mm screw hole 6. Nylon belt 1" (Inch) X 40" (Inch) 7. Bullets 22mm dia X 55mm length and 5mm dia 17 holes across the pipe and bottom to be dummied 8. CNC sockets male female 50mm with threading 9. Carbide cylinder cap 50 mm with internal thread and 1/4" (Inch) hose nipple drill with weld 10. Bag 265X 630X 140 mm						

Terms & Conditions

1. The e-tender rates (Basic Rates) should be quoted exclusive of CGST/SGST and other levies/ taxes.
2. The rates of GST and other levies/ taxes as applicable shall be mentioned separately in the column specified above.
3. The MRP to be printed on the packing should be calculated in such a manner so that the Tender Rate is 35% less than the MRP.
4. The rates and conditions etc. having any bearing on the rates tendered in schedule 'A' (uploaded with tender form) should be clearly mentioned at Schedule 'A' or upload separate sheet.
5. The test reports for products conforming to ISI mark and FMSTI/ Central Institute of Agriculture Engineering, Bhopal specifications/ College of Agricultural Engineering and Technology, Junagarh Agricultural University, Junagarh, Gujarat/ any such other Govt. University authorized by the GOI certifying conformity of the products should be uploaded with e-tender.
6. Any e-tender inconsistent with the aforesaid-terms and conditions may be rejected.
7. On the urgent requirement by the indenting officer 50% supply is to be made within 15 days of the supply orders and balance within 30 days.
8. The attested copies of valid manufacturing license, ISI certification marking and BIS license along with approval list of items which are being tendered must be uploaded.
9. In case stocks remain unsold or otherwise expired, 25% quantity of the total supply order will have to be replaced by the rate contract firm at his own expenses or in lieu thereof the cost of the 25% quantity is required to be deposited/replaced. If the rate contractor fails to replace or deposit the cost of expired items, the indenter will be at liberty to deduct the payment from their future bill or performance security. The party on Rate contract should also be prepared to supply the material on consignment basis.
10. The rates should be quoted in Indian Rupees. Basic rates (tender rates), Tax rates and MRP rates (inclusive of all taxes) should also be mentioned against each packing size in the specific columns of the e-financial bid. **The basic rates should be quoted in figures as well as words.**
11. The material offered for inspection and material supplied should not be more than three months old.
12. As per government notification no. 12-1/2008-(286)-EXN-Tax- dated 24.06.2015: The amount of entry tax as applicable will be the liability of supplier .i.e. the price quoted shall be inclusive of entry tax. Further any liability is raised by the Excise & Taxation Department; Government of Himachal Pradesh on account of Entry Tax on a later date, the same shall be recovered from supplier's pending bills/security deposit as available with the purchaser.

Date: -

Name, Address & Signature of Tenderer
with Stamp/seal of the Firm

SCHEDULE-“B”

CONDITION OF RATE CONTRACT

This rate contract is to start from the date of issue of Rate Contract up to 31.03.2025. But in the event of any breach of the terms and conditions at any time on the part of the rate contract firm, hereinafter called contractor, the rate contract may be terminated summarily by the Himachal Pradesh Agro Industries Corporation Limited, Shimla without compensation to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the rate contract and such change shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted in to the firm by the contractor in respect this contract unless he/they agree to abide by all its terms and conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt of acknowledgement that of any partners of subsequently accepted as above shall bind all of them and will sufficient discharge for any of the purposes of the contract.

1. The Contractor will supply only genuine articles, described in Schedule “A” of the rate contract from time to time in such quantities as may be entered in the indents sent at the rates sent forth in Schedule “A” of the rate contract for use in offices/institutions/Departments under the Administrative Control of the Government of Himachal Pradesh, as may be required by the indenting officers. No guarantee can be given as to the quantity which will be ordered during this period. The purchaser reserves the right of placing orders of store items as given in Schedule “A” within one or more contractors as he may think fit and the contractor binds himself not to revoke this contract during the said period. The H.P. Agro Industries Corporation Limited reserves the right to obtain contracted items of stores when available from any Government Department/approved source without any prejudice to this contract. It further reserves the right to negotiate any of the tenderers and award parallel rate contract to any or all of the participating tenderers.
2. The articles to be supplied under this contract will be of the quality equal and answerable in every respect of the specifications given in the list accompanying with the tender and approved by the H.P Agro Industries Corporation Limited. The Contractor shall be responsible for all complaints as regard the quality. In case any of the dispute regarding quality of articles, the decision of the H.P. Agro Industries Corporation Limited will be final and binding on the contractors. It will be open to the H.P. Agro Industries Corporation Limited or any Indenting Officer to send samples submitted by the tenderer/dealer to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/dealer.
3. The Himachal Pradesh Agro Industries Corporation Limited may by notice in writing call upon the contractor to supply additional articles to save as sample and upon receiving such notice in writing the contractor shall at his own cost be bound to supply the additional samples. Such additional samples being in all respects of the same quality as the sample first supplied.
4. The contractor will be responsible for damage or loss in transit and replace goods damaged or lost within 10 days from the date of notice thereof.
5. All goods must be dispatched within 45 days of the receipt of supply order by the contractor unless otherwise specifically mentioned in schedule “A” of the contract.

6. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.
7. The Himachal Pradesh Agro Industries Corporation Limited or any of the expert attached to the Corporation or the Indenting Officer or any other officer or person duly authorized in writing by the Himachal Pradesh Agro Industries Corporation Limited or the Indenting Department shall have the power to inspect the stores before, during or after manufacture, collection, dispatch transit or arrival and to reject the same/any part or portion after the written approval of the Himachal Pradesh Agro Industries Corporation Limited. If he or they be not satisfied that the same is equal or according to the specifications or samples submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplied/ rejected items shall be removed by the contractor at once and at his own expenses. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. The Himachal Pradesh agro Industries Corporation Limited shall be under no liability whatsoever for rejected supplies and the same will be at the contractor risk and cost. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection and failing such removal rejected goods will be at the contractors risk and Government may charge the rent from contractor for the space occupied by such rejected goods.
8. The contractor shall provide without any extra charge all materials, tools labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost incurred thereon. In the case of stores inspected at manufacture's premises, the manufacture shall provide all facilities including testing appliances for making necessary tests other than special test or independent tests. In the event of non provision of the facilities at his own premises for making the tests, the contractor shall bear the cost of carrying out the test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such material as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores, the above said officer finds it necessary to have the stores tested at the test house or laboratory, the expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this behalf from the Inspecting Officer, the Himachal Pradesh Agro Industries Corporation Limited shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Himachal Pradesh Agro Industries Corporation Limited may treat the default as a breach of the contract and proceed under terms and conditions of the contracts without further notice. Further the aforesaid officer shall have the right to put all articles of material to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed samples mentioned in the tender and to cut out or off/or destroy a portion not exceeding 2% from each delivery for such purpose the quality so cut out or off and /or destroyed as aforesaid shall be replaced by the contractor free of charge.
9. Packing cases, containers, gunny packages etc. which may be used for purpose of packing and which are delivered with stores will not be returned and paid for unless specifically stipulated and at contractor's expenses.
10. Unless otherwise specified in a requisition, bills for the whole of the goods referred to in each indent, in triplicate, will prepared and submitted by the contractor to the consignee for direct payment under intimation to the Himachal Pradesh Agro Industries Corporation Limited. The full amount will be paid on receipt of stores in good condition by Indenting Department after their verification as regards specifications etc., should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill is forwarded should be addressed first to the Indenting Officer. Failing satisfaction, the matter should be

reported to Additional Chief Secretary/Principal Secretary (Agriculture) to the Government of Himachal Pradesh, Shimla who will act as Arbitrator in these matters.

11. All complaints should give:-

- (i) The Number and date of the requisition.
- (ii) The designation of the requisitioning officer.
- (iii) The designation and address of the consignee.
- (iv) The designation and address of the officer to whom the bill was sent by the contractor.
- (v) The number of the bill and date on which the bill was sent to the Officer mentioned in (iv) above.
- (vi) Full reference to reminders, if issued.

12. (i) With every dispatch of goods or material under this contract, the contractor will prepare invoices in triplicate. Invoices in duplicate are to be sent by the contractor to the Indenting Officer, the duplicate bill/ invoice to be returned by the Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to Himachal Pradesh Agro Industries Corporation Limited for record.

(ii) Railway/goods receipt where ever applicable will be forwarded to the consignee immediately after dispatch of stores, should any demurrage charge be incurred owing to delay on the part of the contractor in forwarding the railway receipt, the amount of such charges will be deducted from the bill.

(iii) The contractor shall dispatch material freight paid in all cases where his offer is FOR destination. In the event of his failure to do so, a penalty of 5% will be charged on the amount paid as freight by the indenting officer on his behalf.

(iv) The contractor will send to the Himachal Pradesh Agro Industries Corporation Limited annual statement of the goods supplied under this arrangement in the following form which should reach the office of HP Agro Industries Corporation Limited, Nigam Vihar, Shimla-2 before the 30th June, 2024 positively:-

Name of Office	Indent No.	Name of Article	Quantity Number supplied or	To whom supplied and where	Value of supplies (In Rs.) inclusive of Taxes
1.	2.	3.	4.	5.	6.

In the event of failure to submit the said statement within 90 days of the expiry of the rate contract, the security money/earnest money deposited by the Contractor shall automatically stand forfeited to the Himachal Pradesh Agro Industries Corporation Limited without any further notice to this effect.

- a. All dispatches by rail/road will be made at contractor risk and expenses.
- b. If during the currency of the contract, the specifications of any article or articles to be supplied there under be changed, the contractor shall continue to comply with demands for the supply of the said article/articles in accordance with the new specifications at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement, the contract in so far as it relates to the said articles or articles in respect of which no agreement has been arrived at shall terminate but no such change shall after the supply of any other article under the Contractor entitles the contractor to any compensation.

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand, the Contractor shall not be entitled to any

compensation. The Himachal Pradesh Agro Industries Corporation Limited will however make all reasonable endeavors to give a warning/notice of any impending complete withdrawal or reduction seriously affecting the quantities likely to be required under the contract.

14. The time for and date of delivery or dispatch stipulated in the said schedule shall be deemed to be the essence of the contract and in case the contractor fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said schedule, then without prejudice to his rights otherwise the purchaser shall be entitled to recover from the contractor a sum equal to 2% of the contract price of such consignment for each and every month or a part of month during which the supply of dispatch of such consignment may be in arrears or alternatively at the option of the purchaser. The purchaser shall be entitled to purchase such consignment (or if not available, the best and the nearest available substitute thereof elsewhere) on the account and at the risk of the contractor or to cancel the contract and the contractor shall be liable for any loss or damage which the purchaser may sustain by reason of such failure on the part of the contractor.
15. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms and conditions, clauses, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.
16. No payment will be made in advance for any supplies under this contract.
17. (i) The contractor shall not :-
 - (a) Assign or subject the contract without written approval of the officer sanctioning the contract. (b) Disclose the details of the conditions governing this contract to unauthorized person. (Indenting against this contract is permissible only for the bonafide use of Government Departments and quasi-public and not for private parties or for the private use of the Government Officers).
 - (b) In the event of the contractor failing to duly and properly fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejections hereunder or failing/ declining/ neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if any contractor or his agent or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with the Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the Himachal Pradesh Agro Industries Corporation Limited, if any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/their creditors or attempts to do so, then, without prejudice to Himachal Pradesh Agro Industries Corporation Limited right and remedies, the Himachal Pradesh Agro Industries Corporation Limited shall be entitled to terminate this contract forthwith and to blacklist the contractor for a period not exceeding one year from the date of issue of such orders and purchase or procure from other source or otherwise at the contractor's risk and cost at the absolute discretion of the Himachal Pradesh Agro Industries Corporation Limited. As regard the matter place or time of such purchases, such supplies as have not been supplied or have been rejected under this contract or are required subsequently by the Government there under and in cases, where issues in replacement are made from other sources, the cost of value of such stocks or supplies, together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to indenting departments.

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities on either party then save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter including whether if decision has been otherwise provided for and or whether it has finally been decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as a result of such termination, shall be referred for arbitration to the Additional Chief Secretary/Principal Secretary (Agriculture) to the Government of Himachal Pradesh acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

19. If the price of contracted articles is controlled by the Government, the payment will in no case be made at higher rate than the controlled rate.

20. (i) The price charged for the stores supplied under the contract by the contractor shall in no case exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/organizations including the purchaser or any department of the Central/State Government or any statutory undertakings of the Central or State Government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract.

(ii) If at any time during the said period, the contractor reduces the sale price or sells or offer to sell such stores to any person/organizations including the purchaser or any department of Central/State Government or any statutory undertaking of the central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reductions of sales or offers of sale of the Himachal Pradesh Agro Industries Corporation and the price payable under the contract for the stores supplied after the date of coming into force of such reductions of sales or offer of sale shall stand correspondingly reduced. The above stipulation will however not apply to:-

(a) Export by the Contractors. (b) Sale of goods such as drugs, which have expired dates.

(iii) The contractor shall furnish the following certificate to the concerned purchasing departments along with each bill for payment for supplies made against the rate contract.

I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered /sold by me/us to any person/organizations including the purchaser or any departments of Central Government/State Government or any statutory undertaking of the Central or State Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the rate contract at a price lower than the price charged to the Government under the contract except for quantity of stores mentioned in Sub-Clauses (a) and (b) of sub para (ii) of para-20 of the Schedule "B".

(b) All disputes shall be settled within the jurisdiction of the High Court of Himachal Pradesh.

21. The cost of e-tender form/earnest money with each tender shall be deposited in the form of Demand Draft in favour of the Managing Director, HP Agro Industries Corporation Limited payable at Shimla.

22. **WARRANTY CLAUSE:-**

The Contractor/Seller hereby declare that the goods/stores/articles sold to the buyer under the contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the Schedule "A" of the rate contract and the contractor/seller hereby guarantee that the said goods/stores/articles would continue to conform to the aforesaid description and quality for period from the date of manufacturing till the date of expiry of the said goods/stores/articles notwithstanding the fact the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles. If during the period from the date of manufacturing till the date of expiry of the said goods/stores/articles be discovered not to conform to the description and quality (and the decision of the purchaser in this regard will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/stores/articles will be at the seller's risk and all the provisions herein contained relating the rejection of goods etc., shall apply. The contractor/seller shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by the purchaser and make good such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

In witness thereof the parties have herein to set their hands on the dates indicated below:

1. **(In the case of Firm):**

Signed by the above named firm of _____ through
_____ partner of the firm.

Dated: -

Director Signatures.

Seal

Dated: -

Secretary's Signature

(In either case)/Firm or company
In the presence of:-

i) Signature, Address, Description.

ii) Signature, Address, Description.

Signed by _____ Authorized Signatory of Company

Dated: _____ with Stamp/seal of the Firm

Signature of _____

On behalf of Himachal Pradesh Agro Industries Corporation Limited.

SCHEDULE-“C”

CONDITIONS OF RATE CONTRACT

1. Under the rate contract the indents/ supply orders should reach the contractor by last date of the validity of the contract. The supplies will have to be made within specified time against the indents/supply orders under this contract up to the last date of the validity according to the terms and conditions of the agreement under contract. Even if in certain cases the supplies cannot be arranged up to the last date of the validity period of the same will have to be made. No action will be required on the indents/supply orders, which are received after the last date of the period of contract. Such indents/supply orders will have to be returned to the concerned demanding officer with a note that no supply can be made as the period of rate contract has expired.
2. All terms and conditions as mentioned in the Schedule “A”.
3. The goods will be inspected by the consignee before dispatch at the specified place duly authorized in writing by the Himachal Pradesh Agro Industries Corporation Limited or the indenting department. Supply orders can be placed by the Demanding Officer of the Himachal Pradesh Government under this contract. The Himachal Pradesh Agro Industries Corporation Limited or any of the experts attached to the Departments of Himachal Pradesh or the indenting officer or any other officer or person shall have the power to inspect the stores, before during or after manufacture collection, dispatch transit or arrival and to reject the same or any part or portion if he or they be not satisfied that the same is equal or according to the sample submitted by the rate contract firm hereafter called contractor can reject the same. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expenses. He shall neither claim nor be entitled for any payment for any damage that the rejected supplies may suffer from due to any harm whatsoever incidental to a full and proper examination and test of such supplies. The Corporation shall be under no liability whatsoever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection and failing such removal rejected goods will be at contractors risk and The Corporation may charge the Contractor rent for the space occupied by such rejected goods.
4. The contractor shall provide without any extra charge all materials, tools labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost incurred thereon. In the case of stores inspected at manufacture's premises, the manufacture shall provide all facilities including testing appliances for making necessary tests other than special test or independent tests. In the event of non provision of the facilities at his own premises for making the tests, the contractor shall bear the cost of carrying out the test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such material as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores, the above said officer finds it necessary to have the stores tested at the test house or laboratory, the expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of

intimation in this behalf from the Inspecting Officer, the Himachal Pradesh Agro Industries Corporation Limited shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Himachal Pradesh Agro Industries Corporation Limited may treat the default as a breach of the contract and proceed under terms and conditions of the contracts without further notice. Further the aforesaid officer shall have the right to put all articles of material to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed samples mentioned in the tender and to cut out or off or destroy a portion not exceeding 2% from each delivery for such purpose the quality so cut out or off and /or destroyed as aforesaid shall be replaced by the contractor free of charge.

5. **Price fall clause:** - The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the contractor at any other State/place in India, he shall not charge higher rate for the item offered in the tender. In the event of higher rates offered by such tenderer, the rates so offered by such party can be rejected at any stage.

The contractor shall furnish the following certificate to the concerned purchasing department along with each bill for payment for supplies made against the rate contract:-

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/ sold by me/ us to any person/ organization including the purchaser or any department of Central Government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be up to the date of bill/date of completion of supplies against all supply orders placed during the currency of the rate contract at a price lower than the price charged to the government under the contract except for quantity of stores categories under sub clause (a) and (b) of sub para (ii) of para 20 of Schedule "B".

6. All goods must be dispatched within 45 days of the receipt of supply order by the contractor unless otherwise specifically mentioned in schedule "A" of the rate contract.
7. Subsidy or Govt. Share will be released within 21 days against physical delivery of inspected/accepted stores duly supported with satisfactory inspection note and after receipt of correct goods at consignees site/destination and remaining payments will be released after the distribution/sale of the material amongst the farmers of the State.
8. (i) With every dispatch of goods or material under this contract, invoices, in triplicate will be prepared by the contractor, invoices in duplicate are to be sent by the contractor to the Indenting Officer. The duplicate copy will be returned by the Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to be Himachal Pradesh Agro Industries Corporation Limited for record in its office.

(ii) Railway/ goods receipt wherever applicable will be forwarded to the consignee immediately after dispatch of stores should any demurrage charge be incurred owing to delay on the part of the contractor in forwarding the Railway/Goods receipt as the case may be the amount such charge will be deducted from the bill.

- (iii) The contractor shall dispatch the material "Freight paid" in all case where his offer is FOR destination in the even of his failure to do so, a penalty of 5% will be charged on the amount paid as freight by the indenting Officer on his behalf.
- (iv) All dispatches by rail/road will be made at contractor's risk.
9. No guarantee can be given as to the quantity which will be ordered during this period, but the purchaser undertakes to order from the contractor all stores as detailed in Schedule "A" which he requires to purchase, except that he reserves the right of placing contract with one or more contractor as he may think fit and the contactor binds himself not to revoke this contact during the said period.
10. While placing orders preferences shall be given to local manufacturer/dealers and at least 25% of the total orders shall be placed with them on the lowest approved rates provided such products meets the required quality standards. The minimum purchase from the local manufactures shall not be applicable in respect of an item which in the opinion of the Head of the Department is an item of sophisticated nature and high technology and precision standards. If it is not possible to purchase at least 25% from the local manufacturer/dealers, the HOD's for reasons to be recorded in writing may purchase from other firms on rate contract.
11. The rates should be quoted FOR destination anywhere in Himachal Pradesh unless otherwise specifically mentioned in the Schedule "A" of rates contract.
12. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.
13. Refund of the amount of security and earnest money deposited by the firm will be made after three months from the date of expiry of the contract or after the date of satisfactory completion of the given supply orders, keeping in view both these conditions while making applications for refund of the amount of security, the concerned firm will have to furnish a certificate that the supply of the supply order received by it, have been made to the consignee according to the prescribed specifications to their entire satisfaction and all bills pertaining to the supplies have already been forwarded to the H.P. Agro Industries Corporation Limited, Nigam, Vihar, Shimla-2.
14. The HP Agro Industries Corporation Ltd. reserve the right to further extend the Rate Contract validity beyond 31st March, 2025 for a period up to 6 six month.
15. The purchases will be made only from the depot/dumps/branches of the manufacturer/dealer in Himachal Pradesh. In case the supplier does not have any depot/dump/branch in Himachal Pradesh then it will have to open depot/dump/branch within the State to make the sales form such point.
16. All disputes shall be settled within the jurisdiction of the High Court of Himachal Pradesh only.

Marketing Manager

