

Government of Jammu and Kashmir
Directorate of Agriculture
Lalmandi, Srinagar.

Tender No. 14

Re Tender (e-Tender)

Dated: -28-01-2021

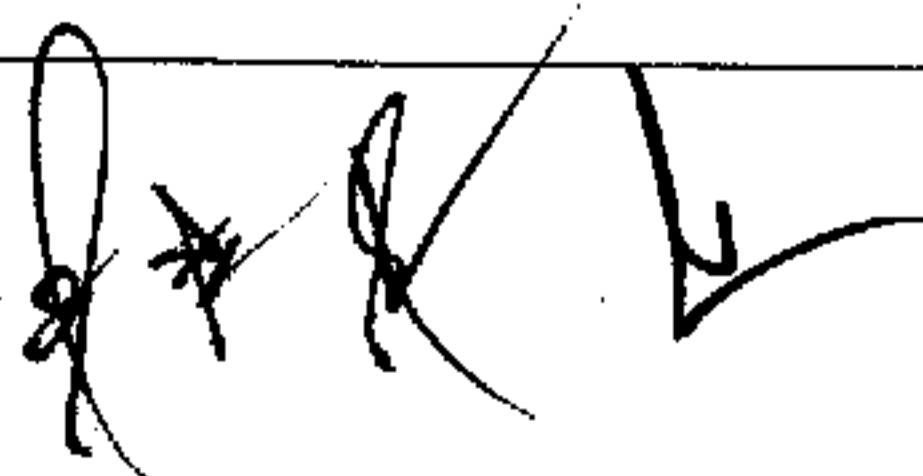
For and on behalf of Lt. Governor of Jammu and Kashmir e-Tender for Re-Tenders are invited under Dual cover system (Technical & Financial Bid) by the Member Secretary Departmental Purchase Committee(DPC) Agriculture Department Kashmir from the Manufacture/Authorized Dealers/Government undertaking and registered supplier for supply of Raw Material for Government Agriculture Workshop, Shalimar Srinagar and finalizing their Rate Contractor for the year 2020-21.

The detailed specification to be supplied in reference to this e NIT are mentioned in the Annexure "A" attached.

Terms and conditions

01	Tender documents can be download from the website www.jktenders.gov.in from 27.01.2021 to 04.02.2021 upto 4.30 p.m.
02	Technical Bids complete in all respect shall have to be deposited in hard copy under sealed cover at Directorate of Agriculture Kashmir and in electronic format on the website www.jktenders.gov.in from 30.01.2021 to 05.02.2021 up to 4.30 P.M price bids complete in all respect shall have to be deposited only in electronic format on website www.jktenders.gov.in from 30.01.2021 to 05.02.2021 up to 4.30 PM
03	The technical bids uploaded on the website will be opened on 06.02.2021 at 2.30 PM or any subsequent working day due to some sound reasons in the office chamber of Members Secretary departmental Purchase committee Department of Agriculture & Farms Welfare Kashmir (Accounts Officer, Directorates of Agriculture Kashmir in presence of bidders who wish to be present.
04	The original documents pertaining to the Technical bids will be received at the Directorate of Agriculture Lalmandi during office hours in sealed envelopes, on prescribed format addressed to the members Secretary, Departmental purchase committee, Agriculture Department Lalmandi. The e- NIT number should be super scribed clearly on the envelopes. Tenderers who wish to submit documents by post may mail them on any date but before 05.02.2021 upto 4.30 p.m. The DPC does not own responsibility for delay, loss or non-receipt of tender documents sent by post
05	Tender received after the last date and time shall not be accepted. In case, the last date of receipt of tenders happens to be a holiday, the same shall be received on the next working date upto 04.30 p.m.
06	Tender fee of Rs. 2000/- (Rupees Two thousand only) shall be applicable and for registered SSF Units (producing the indented items) It shall be as per the J & K Industrial policy 2016 and operational Guidelines made there under. The tender documents alongwith terms and conditions will be available on website www.jktenders.gov.in . The intending renderers who download the complete set of tender documents along with terms and conditions from website will have to pay the prescribed fee before submission of tenders by Demand Draft in the name of Accounts Officer, Directorate of Agriculture Kashmir payable at Lalmandi. Tenders without Tender fee in the form of Demand Draft shall be rejected.

07	The Departmental Purchase Committee Agriculture Department, J & K reserves the right to accept or reject any tender of any part of tender without assigning any reasons thereof.
08	The Price Preference on the rates will be given to the SSI Units of the J & K only as per the J & K Industrial Policy and Operational guidelines made their under.
09	No conditional tender will be accepted/entertained.
10	<u>The earnest Money shall be forfeited if:-</u> a. Any tenderer withdraws his tender during the period of the tendering process or tries to force any modifications in Terms and conditions of the tender b. The approved Manufacturer/Authorized Distributor fails to execute the agreement within 6 weeks after supply order.
11	Rates offered by the successfully tendered and acceptance of which is communicated to them will under no circumstances be revised at any stage during contract period.
	<u>Other TERMS AND CONDITIONS</u>
1	The tenders shall be submitted in two parts one as Technical bid and another as Price/Financial Bid.
2	Both the technical and Financial (Price) bids have to be made online on the website www.jktenders.gov.in for which the interested bidders should read the instructions for e-tendering process available on the said website.
3	A hard copy of sealed Technical bid/Original Documents should also be handed over personally at the concerned office or can be sent by Registered/Speed Post. Documents received after the due date shall not be entertained. Any postal delay shall not be the responsibility of the department
4	A-TECHNICAL BID (COVER-1) shall be made online and in hard copy also. It should contain the followings. I) Tender Fee in the shape of Demand Draft in favour of Accounts Officer, Directorate of Agri. Kmr. and Earnest Money Deposit in the shape of CDR/FDR in favour of Member Secretary, DPC (Accounts Officer, Directorate of Agriculture Lalmandi) for the required amount as mentioned at serial No. 6 & 7 respectively of terms and conditions to be followed. II) Latest copy of GST/Sales Tax clearance Certificate issued by the competent authority alongwith GST TIN. III). Copy of permanent Accounts Number (PAN). IV). Copy of income Tax Return for the financial year 2019-20 (AY 2020-21). V). The SSI Units of J&K State shall have to enclose Existence Certificate (Permanent Registration Certificate/EM-II) issued by GM concerned, DIC to the effect that the Unit exists and is in Active Production/Operation since last 3 consecutive years on the date of issue of tender and is entitled to the benefits being provided by the Govt. of J&K to SSI Units. VI). Dealership Certificate. Note:- 1. Tenders submitted without any of the above documents shall be rejected 2. The Chairman P C can call for any original Documents for the tenderder at any time as and when deemed fit



Instructions for bidders

- a. All the documents in the Technical bid should be properly flagged and page numbers marked accordingly.
- b. List of the documents (Index Sheet) submitted should be provided along with the corresponding page numbers.
- c. Separate envelopes containing CDR/FDR and other documents should be Submitted for Technical bid.
- d. Financial Bid (Price Bid) (Cover -2) shall only be made online on the website www.jktenders.gov.in.

Note:- The Financial bid (COVER -2) of the concerned tenderer shall only be valid if the said tenderer qualifies the conditions of Technical Bid (Cover-1)

5 The Rates quoted by the Tenderer (s) for items listed in the BOQ/NIT should be uniform throughout the UT and the rates should be quoted F.O.R destination Shalimar. The rates should be inclusive of GST, Octroi Taxes, Entry Tax, Toll Tax, Freight, Loading, unloading and in other incidental charges, what so ever, with net delivery in the said stores.

6 The tenderer (s) should quote strictly as per specification laid down in the e-NIT and not for such items which do not find place in it. Any item quoted without having regard to this clause should not be considered.

7 The tenderer(s) should clearly record in their tender full particulars/specifications of the items complete in all respect.

8 There shall be no binding on the Department to accept rates on some fixed quantity of goods which should neither be mentioned nor will be entertained by the Department; no conditional tender will be entertained.

9 The Departmental purchase committee reserves the right to accept or reject any tender in full or in part without assigning any reason thereof

10 **EARNEST MONEY**

A fresh CDR/FDR of Rs. 197000/- (Rupees one lac Ninety Seven thousand only) from any Scheduled Bank of India/ Nationalized Bank pledged to the Member Secretary, Departmental Purchase Committee, Director Agriculture Kashmir, (Accounts Officer, Directorate of Agriculture Kashmir) should be enclosed with the tender/original documents without which no tender will be consider for comparison and must have validity for at least 12months. The CDR/Security Deposits of previous years, if any lying with the department will not be considered as earnest money for this tender. The CDR of unsuccessful tenderers shall be released in due course of time and CDRs of successful tenders will be retained till successful completion of rate contract and would be released after getting confirmation from Indenting Officer (s) about serving of orders and payment of Sample Testing Fees. No CDR shall be acceptable after the closing date of receipt of tenderes. Failure to furnish prescribed CDR shall result in outright rejection of the tender.

11 **VALIDITY OF CONTRACT**

The contract finalized with the successful tender(s) shall remain in force upto a period of one year from the date of the issuance of Rate Contract or till the finalization of new rate contract, whichever is earlier. However in case new Rate Contract could not be finalized after 1 year, the existing rate contract could be extended for 90 days at a time with the approval of Chairmen DPC.

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12	<p><u>INSTRUCTIONS FOR MAKING SUPPLIES:</u></p> <p>a. Once the rates of the successful tender(s) are approved, the Purchasing/Indenting Officer of the department shall place the orders for supply of required quantity with the approved supplier(s), preferably in <u>bulk within the budgetary provisions at their disposal and the approved supplier(s)</u> shall have to make the supplies with in a period of 6 weeks from the date of issuance of such supply orders. However, extension of supply period can be allowed by respective Director in case they are satisfied of the reasons being beyond the control of the approved supplier in any particular case.</p> <p>b. All the items to be supplied should be strictly of standard quality and specification as approved for each item. Item(s) approved on sample bases should conform strictly to the approved samples.</p> <p>c. Any loss, damage or shortage found on receipt at the stores of the department shall be the liability of the approved supplier and shall, therefore, be recoverable from his /her bill/ bills. The supplier shall, therefore, in their own interest, must have a count of supplies and the delivery in the stores in their presence.</p> <p>d. The rates quoted and afterwards if approved by DAPC, Department of Agriculture, J & K Govt shall in no case be higher with any agency in J & K and Adjacent States, if detected, the company/supplier will be blacklisted, besides for forfeiture of EMD/CDR/FDR.</p>
13	<p><u>PERFORMANCE SECURITY DEPOSITS/ AGREEMENT.</u></p> <p>A Security Deposit in the shape of a CDR equal to 5% amount of the material/ items ordered to be supplied shall be deposited by the tenderer in the name of Indenting Officer.</p>
14	<p><u>AGREEMENT</u></p> <p>A formal agreement deed incorporating the terms of the contract shall have to be executed by the successful tenderer/ authorized signatory with the concerned Directorate on Non- Judicial Stamp paper of Rs.20/- duly attested by registered Notary. The payment of the supplies may shall not be released till the agreement deed is executed. The stamp fee and all other charges in the preparation of two copies of agreement shall be borne by the supplier.</p>
15	<p><u>MODE OF PAYMENT</u></p> <p>a. No condition of advance payment shall be accepted. The payment of the goods shall be made after the supplies are received by the Department, and verified by the Verification Committee to be constituted for the purpose. There should be no compromise on the quantity and quality of the material.</p> <p>b. Supply, if found sub-standard shall be rejected at the risk and cost of the supplier.</p>
16	<p>The rate contract shall be made binding upon successful tenderers as soon as the acceptance of the rates for the items approved in their favour is issued.</p> <p>a). Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest tenderer due to backing out of the successful tenderer shall be recovered from the defaulting tenderer out of his Earnest Money /Security Deposits or from any of his pending bills with the Department. Even if the 2nd lowest tenderer agrees to make the supply at the rates of the first lowest, the CDR of first lowest tenderer will be forfeited and he shall have no claim for the same and also shall have no right to raise this issue in any court of Law, in any case. The same procedure will be adopted in case of 2nd lowest on his default and likewise for 3rd lowest.</p> <p>b). The suppliers should be registered with Taxes Department and have to attach the copy of necessary certificates from the said Department and also quote the Sale Tax /GST Registration No. in their tender. They should also enclose a copy of their sales Tax/GST clearance Certificate with the tender itself.</p>

17	The successful tenderer(s) shall not in any case assign or sublet the contract or any part thereof to any other party.
18	In case of any dispute between the supplier and the department the case shall be referred to the Chairman DLPC for arbitration/settlement whose decision shall be binding upon both the parties.
19	Any clarification required by the tenderers with regard to any point mentioned in the NIT can be obtained from Member Secretary. DLPC Agriculture Department, Kashmir before the due date.
20	PENALTY: - In case the approved supplier doesn't make full supply in time, a penalty of up to 10% of the un-executed value of the orders shall be imposed. In the case of supplier(s) defaulting completely (100%) to make supplies their Earnest Money shall be forfeited without any notice. The supplier shall have no right to claim its refund even in the Court of Law. The supplier shall also be debarred for future participations in the tendering process.
21	Legal Proceedings, if any between the party and the Government shall be subject to the jurisdiction of Courts within J & K only.
22	90% payment shall be made only after receipt/verification of materials and 10% after completion of supply order.
23	Quantity given in the list for purchase is tentative and is subject to increase or decrease at the time of issue of supply order.
24	Supply of Raw Material for Government Agriculture Workshop Shalimar Srinagar supplied by the successfully tenderer, shall be subject of verification both qualitatively and quantitatively. The items not conforming to the ordered specifications and quality shall out rightly be rejected and shall have to be lifted back/replaced by the supplier at his own expenses/risk and responsibility as soon as it comes to surface.
25	The successful tenderer shall have to supply the materials as per the approved samples within the time schedule given by the Department. In case of failure to make the supply in time The Department shall be at liberty to arrange the material at the risk and cost of defaulter and forfeiting the CDR, Besides initiating legal proceedings against successful tenderer(s) as warranted under law.
26	The successful tenderer shall be responsible for proper packing of the material to be supplied in good condition to the consignee at destination to avoid damage during transportation and delivery of the material. In the event of any damage or shortage the tenderer shall be liable to make good such losses at the time of checking/inspection of the material by the consignee. No extra cost shall be paid on this account. Payment shall be made only after receipt, verification of material and successful execution of the contract by the supplier.
27	Authorization Certificate from the Principals of Tenderers/Bidders is mandatory before the finalization of the Rate Contract.



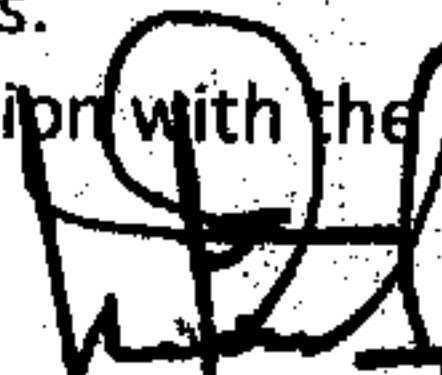
Accounts Officer,
(Member Secretary DPC)
Directorate of Agriculture
Lalmandi, Srinagar.

Date: - 28 .01.2021

No. Agri/Pur-Sec/2020-21/3516-23

Copy to the:-

1. Director Agriculture Kashmir for his kind inf.
2. Jt. Director Industries and commerce Department for kind information
3. Jt. Director Agriculture (I) Kashmir for information (Member)
4. Jt. Director Agriculture Engineering Shalimar Kmr. for information (Intending Officer)
5. Dy. Director Planning Directorate of Agriculture Kashmir
6. Subject Matter Specialist, Jt. Director Agriculture Extension Kashmir.
7. Information Officer, Directorate of Agriculture Kashmir, Srinagar. He is requested to get the Tender Notice published in three leading Local Dailies.
8. I/c I.T section Directorate of Agriculture Kashmir for information with the request upload the e-tender on department web.site


Accounts Officer,
(Member Secretary)
Directorate of Agriculture
Lalmandi, Srinagar