

GOVERNMENT OF JAMMU AND KASHMIR  
**DIRECTORATE OF AGRICULTURE KASHMIR**  
**CHAIRMAN DEPARTMENTAL PURCHASE COMMITTEE**  
**NOTICE INVITING TENDER**

**E-NIT S. No.01/Agri/Accts 2021 Dated: 28.10.2021**

For and on behalf of Lt. Governor of UT of Jammu and Kashmir, e-Tender is invited under Dual Cover System (Technical & Financial Bid) by Chairman Departmental Purchase Committee, Kashmir, J&K, for supply of Certified class of Peas Arkle & Oats Kent from registered seed producing / supplying agencies on [www.jktenders.gov.in](http://www.jktenders.gov.in) F.O.R. Divisional Store Lal-Mandi, Srinagar.

1.

| S.No | Description of Supply                                 | Earnest Money | Cost of Tender Document | Time of Completion | Eligibility criteria of Bidders                |
|------|---|---------------|-------------------------|--------------------|--|
| 1.   | Supply of Certified Seed of Oats Kent and Peas Arkle. | 195000.00     | 1000.00                 | 07days             | Registered seed producing / supplying agencies |

2. **Position of Funds: Available; Position of AAA: Accorded; Technical Sanction: Granted**

3.

| .No | Description  | Date |    |      |            |
|-----|--|------|----|------|------------|
|     |  | DD   | MM | YY   | Time       |
| 1.  | Date of Publishing                                     | 28   | 10 | 2021 | 09AM       |
| 2.  | Document Download start date/bid submission start date | 28   | 10 | 2021 | 09AM       |
| 3.  | Bid submission end date                                | 06   | 11 | 2021 | 02.30.00PM |
| 4.  | Bid opening date                                       | 06   | 11 | 2021 | 03.15PM    |

4. Bids must be accompanied with cost of tenders documents in shape of treasury challan pledged in favour of ACCOUNT OFFICER, DIRECTORATE OF AGRICULTURE KASHMIR (0401 CH other receipt 800)
4. The date and time of opening of bids shall be notified on website [www.jktenders.gov.in](http://www.jktenders.gov.in) and convey to the bidder automatically through an e-mail message on their mail id. The bids of responsive bidders shall be opened online on same website in the office of Chairman Departmental Purchase Committee
5. The bids for the supply shall remain valid for a period of 120 days from the date of opening of financial bids.
6. **Instruction to bidders regarding e-tendering process.**
  - a) Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website [www.jktenders.gov.in](http://www.jktenders.gov.in) to acquaint bid submission process.
  - b) To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC) as per Information. Technology Act-2000. Bidders can get digital certificate from any approved vendors.
  - c) The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.

- d) Bids will be opened online as per time schedule mentioned above.
- e) It is mandatory for all bidders participating to submit all documents in terms of soft copies in e-tendering website and no documents in terms of Hard Copies shall be entertained. However, lowest bidder will be called for submission of Affidavit/ as well as CDR participating tenderers/ bidders will be released after opening financial bids
- f) Note: - Scan all the documents on 100 dpi with black and white option.
- g) The department will not be responsible for delay in online submission due to any reasons.
- h) Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.
- i) Price escalation and all taxes: -The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes up to completion of the supply unless otherwise, specified. Deduction on account of taxes shall be made from the bills of the supplier on gross amount of the bill as per rates prevailing at the time of recovery.
- j) Bidders are advised to use "My Documents" area in their user on [www.J&Ktenders.gov.in](http://www.J&Ktenders.gov.in) portal to store, the required documents as given below

1. *Scanned copy of Valid Registration as per Seed Act issued by the competent authority*
2. *Valid GST Registration Number and its latest return*
3. *PAN Card*
4. *Treasury Challan for tenderers*
5. *Bid Security Declaration*
6. *Originality of the up-loaded documents is sole responsibility of the contractor.*
7. *The 1st lowest Bidder has to produce an amount equal to 3% of contract as performance security in shape of CDR/FDR/BG within 05 Days before fixation of contract and shall be released after successful completion of Supply*
  - The bid(s) shall be opened online on above mentioned date or any other subsequent date in presence of the bidders who may wish to be present.
  - No claim shall be entertained on account of disruption of internet services being used by bidders and are advised to upload their bids well in advance to avoid any technical snags in last hours.
- K) **Instructions to Bidder (ITB):**-All bidders shall upload the following information and documents with their bids: - Copies of original documents defining constitution/legal status with latest renewal, place of registration and principal place of Business, latest GST Registration /pan card.
12. All documents relating to the bid shall be in the English Language.
13. The date of start of the supply shall be reckoned within one week from the date of issuance of LOI/Contract allotment as the case maybe.
14. **Penalty for delay in completion:**-In case of delay in completion of supply beyond stipulated period of completion, penalty of 10% or more of the contract shall be imposed as per the assessment of the tendering authority.
15.
  - a. **Time extension:** - Suitable time extension shall be granted in case of increase in scope of supply and in the event of delay beyond control of supplier to be determined by the department.

b. **Advance payments:** - No mobilization advance/equipment advance shall be paid.

c. **Retention Money:** Payment shall be released against GST billing and after Seed Testing Report received from the State Seed testing Laboratory Srinagar . 80% payment shall be made only after receipt/verification of materials and balance 20% after the receipt of Grow Out Test & Field Performance report.

**Amendment of bidding document:-**Before the deadline for submission of bids the tender issuing authority may modify the bidding documents by issuing Addenda/corrigendum

d. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.

16. **Traffic regulations:-**The supplier is bound to adhere to traffic regulations as is applicable from time to time and ensure Arrangements of smooth regulation of traffic during supply.

17. **Arbitration:-**The arbitration shall be conducted in accordance with the arbitration procedure stated in the J&K conciliation and Arbitration Act No:-xxxv of 1997 issued vide SRO No:-403 vide Notification of J&K Govt., "Law Department" 11th December-1997.

18. **Defect Liability period:-** The DLP shall be Calculated from date of certified completion of supply and period shall be 06 months.

19. **Termination:** - The employer may terminate the contract if the supplier causes a fundamental breach of the contract.

In case the seed supplied as the Tenderer fails to perform good, the losses shall be compensated by the concerned supplier.

21. Label on packing should Indicate Crop, Variety, Date of Packing, Validity, Germination and Purity percentage, inscribed as "J&K Government Supply".
22. Firm has to supply the seed in desired packing and it should be printed as per the provision of Seed Act 1966 and Seed Rules – 1968 and its amendment from time to time.
23. In case of any dispute between the supplier and the Department, the case shall be referred to the Administrative Department, for arbitration/ settlement, whose decision shall be binding upon both the parties. However, legal proceeding, if any, are subject to the jurisdiction of Hon'ble courts, located in the Srinagar city of (J&K UT).
24. Five samples of each variety of Seeds Supplied will be drawn from each lot of supplies prescribed as per Seed Act 1966, and cost of which shall be borne by the supplier. The samples so drawn serve the following purposes:-
  - Sample-1 To be put on testing in seed testing laboratory.
  - Sample-2 To be retained as referee sample with intending Officer.
  - Sample-3 To be retained with supplier.

- Sample-4 To be put on trial in field by Deptt. for grow out test  
Sample-5 To be retained with Divisional Seed Certification agency.

**20. Fundamental breach of contract will include:-**

- b). Supplier is declared bankrupt.
- c). Any evidence of involvement of supplier in corrupt practices.
- d). Supplier delays the completion of supply beyond stipulated time of completion.
- e). Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance supply at the risk and cost of defaulter contractor.
- f). If in case supplier failed to complete the supply, within the stipulated time he shall be debarred from participating in any Departmental activity at least for three year.

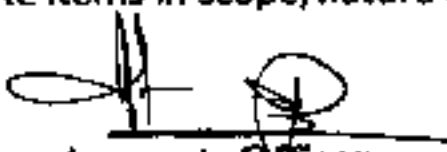

**21. Specification/Quality Control:-**All items of supplies shall conform to specifications as per NSC/SSCS/SAUKS/ICAR Institute/cooperatives etc Any other prescribed specifications.

**22. Laws Governing the Contract:-**The contract shall be governed by Laws of the land.

**3. Time Extension:-**

- a). The supply is to be completed within a time limit specified in the NIT and the time of completion will also increase/ decrease in proportion with additional/deleted quantum of supply depending upon the actual quantum of supply.
- d). On contractor's representation based on the grounds as detailed above the time for completion of the supply may be extended by a period considered reasonable by the Department.

3. The tender/bids liable to rejection if it does not fulfill the requirements as laid down in NIT.
4. All other terms conditions are as per Seed Act 1966 and GFR 2017 will remain in force for supply of seeds
5. Tender receiving authority reserves right to add/delete items in scope/nature of supply at its discretion.

  
**Accounts Officer**  
  
**Member Secretary Departmental Purchase Committee**  
**Directorate of Agriculture.**

**No:- Agri/Acctts/2021-22/3388-93**

**Dated:- 27.10.2021**

**Copy to the:-**

1. Addl. Secretary to Agriculture Prod. & Farmer's Welfare (Member DPC)
2. Director Agriculture Production & Farmers Welfare Deptt.  
Jammu, for information (Member)
3. Jt. Director Agriculture (I) Kashmir for information
4. Jt. Director Agriculture Farms Kashmir for information
5. SMS RL, Jt. Directorate of Agriculture (Ext) Kashmir for information
6. Dy. Director Planning Directorate of Agriculture Kashmir
7. Jt. Director Industries and commerce for information.
8. Information Officer, Directorate of Agriculture Kashmir for information  
and requested for publication the e-tender notice in two leading  
Newspapers.
9. I/c I.T. Section for information and upload the e-tender  
Departmental website.

**ANNEXURE "A"**

**BID SECURING DECLARATION FORM**

Date: \_\_\_\_\_ Tender Notice No. \_\_\_\_\_

Accounts Officer,  
Directorate of Agriculture  
Kashmir

I under signed declare that  
I understand that according to your conditions, bids must be supported by a  
Bid Security Declaration.

I accept that I may be disqualified from bidding for any contract with  
you for a period of two year from the date of notification if I am In a breach of  
any obligation under the bid conditions because I have  
withdrawn/modified/amended, impairs or derogates from the tender, my Bid  
during the period of bid validity specified in the form of bid: or

- a) having been notified of the acceptance of our Bid by the tender receiving  
authority during the period of bid validity if I fail or reuse to execute the  
contract in accordance with the instructions of bidders.

I understand this Bid Securing Declaration shall cease to be valid if I am not the  
successful, Bidder, upon the earlier of (i) the receipt of your notification of the name of the  
successful Bidder or (ii) thirty days after the expiration of the validity of my bid.

Name Seal & Signature of the  
Bidder