

e-TENDER NOTICE

For and on behalf of Lt. Governor of Jammu and Kashmir, e-Tenders are invited under Dual Cover System (Technical & Financial Bid) by the Member Secretary, UT Level Purchase Committee (UTLPC), Agriculture Production Department, J&K, from the Manufacturers/Authorized Dealers for Supply of **Plant Protection Chemicals** and finalising their Rate Contract for the Year 2019-20.

The detailed specifications of the PP Chemicals to be supplied in reference to this e-NIT are mentioned in **Annexure-A**.

The Terms and Conditions to be followed shall be as under:

1. Tender documents can be downloaded from the website **www.jktenders.gov.in** from **23/11/2019** to **13/12/2019** up to **12:30 PM**
2. Technical Bids, complete in all respect shall have to be deposited in hard copy under sealed cover at Directorate of Agriculture, Jammu and in electronic format on the website **www.jktenders.gov.in** from **25/11/2019** to **14/12/2019** up to **12:30 PM**. Price bids complete in all respect shall have to be deposited only in electronic format on website **www.jktenders.gov.in** from **23/11/2019** to **14/12/2019** up to **12:30 PM**.
3. The Technical bids uploaded on the website will be opened on **16/12/2019** at **01.00 P.M** or any subsequent working day in the Office chamber of Member Secretary, UT Level Purchase Committee, Agriculture Department, J&K, Jammu (Accounts Officer, Jammu) in presence of bidders who wish to be present.
4. The Original Documents pertaining to the Technical bids will be received at the Directorate of Agriculture, Talab Tillo, Jammu during Office hours, **in sealed envelopes, on prescribed format addressed to the Chairman, UT Level Purchase Committee, Agriculture Department, Talab Tillo, Jammu. The e-NIT number should be superscribed clearly on the envelopes.** Tenderers who wish to submit documents by post may mail them on any date, but before the due date. However, the documents must reach by or before i.e. **14/12/2019 up to 12:30 PM**. The UTLPC does not own responsibility for delay, loss or non-receipt of tender documents sent by post.
5. Tenders 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 up to **04:30 PM**.
6. **The tender fee of Rs. 500/- (Rupees Five hundred only) shall be applicable and for registered SSI Units it shall be as per the J&K Industrial Policy 2016 and Operational Guidelines made there under.** The tender documents along with Terms & Conditions will be available on website **www.jktenders.gov.in**. The Intending tenderers who download the complete set of tender documents along with Terms & 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,

Jammu, payable at Jammu. **Tenders without Tender fee shall be rejected.**

7. **Earnest Money in the Shape of CDR/FDR of Rs. 20,000/- (Rupees Twenty Thousand only) shall be applicable and for registered SSI Units it shall be Rs. 5000/- (Rupees Five Thousand Only) as per the J&K Industrial Policy 2016 and Operational Guidelines made there under** will be applicable.
8. The UT Level Purchase Committee, Agriculture Department, J&K reserves the right to accept or reject any tender or any part of tender without assigning any reason thereof.
9. The **Price Preference** on the rates will be given to the **SSI Units of the J&K UT only as per the J&K Industrial Policy and Operational guidelines made their under.**
10. No conditional tender will be accepted/ entertained.
11. The Earnest Money shall be forfeited if:
 - 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 Dealer / Distributor fail to execute the agreement within 6 weeks after supply order.
12. Rates offered by the successful tenderer and acceptance of which is communicated to them, will under no circumstances be revised at any stage during contract period.

OTHER TERMS AND CONDITIONS:-

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 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 Agriculture, Jammu and Earnest Money Deposit in the shape of CDR/FDR in favour of Member Secretary, UTLPC (Accounts Officer, Directorate of Agriculture, Jammu)** for the required amount as mentioned at **Serial No. 6 and 7** respectively of Terms and Conditions to be followed.
 - ii) Copy of GST and latest GST Clearance Certificate issued by the Competent Authority.
 - iii) Copy of Permanent Account Number (PAN).
 - iv) Relevant Literature / Catalogues of PP Chemicals.
 - v) **The SSI Units of J&K shall have to enclose Existence Certificate (Permanent Registration Certificate)/Active Production Certificate issued by GM concerned, DIC to the effect that the Unit exists and is operational since last three consecutive years on the date of issue of tender and is entitled to the benefits**

being provided by the Government of J&K to SSI Units. The SSI Unit shall have to enclose the Permanent Registration Certificate/ EM-II.

- vi) Manufacturing License of P.P.Chemicals (to be submitted by the Manufacturer / Dealer).
- vii) Dealership Certificate of Principal Manufacturer (to be submitted by the supplier).
- viii) Copy of Income Tax Return for the Financial Year 2018-19 (AY 2019-20).
- ix) The cost of samples and testing charges shall be borne by the successful supplier. The amount payable against Testing Fees would be informed later, after actual testing has been conducted. **Without payment of Testing Fees, EMD deposited would not be released.**

Note:

- 1) Tenders submitted without any of the above documents shall be rejected.
- 2) The Chairman, UT Level Purchase Committee can call for any Original Documents from the tenderer at any point of time as and when deemed fit.

Instructions for bidders

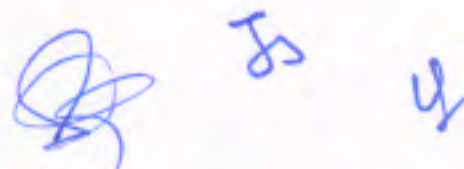
- a. All the documents in the Technical bid should be properly flagged and page numbers marked accordingly.
- b. List of the documents (Index Sheet) submitted should be provided along with the corresponding page numbers.
- c. Separate envelopes containing CDR/FDR and other documents should be submitted for Technical bid.

B. **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 Jammu. **The rates should be inclusive of GST, Octroi Taxes, Entry Tax, Toll Tax, freight, loading, unloading, and any 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 shall 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 UT Level 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. 20,000/- (Rupees Twenty Thousand only)** from any Scheduled Bank of India/Nationalized Bank pledged to the **Member Secretary, UT Level Purchase Committee, Agriculture Production Department, Jammu (Accounts Officer, Directorate of Agriculture, Jammu)** should be enclosed with the tender/original documents without which no tender will be considered for comparison and must have validity for at least 12 months. The CDR/Security Deposits of previous year's, if any, lying with the department will not be considered as Earnest Money for this tender. The CDR of un-successful tenderers shall be released in due course of time and CDRs of successful tenderers 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 tenders. Failure to furnish prescribed CDR shall result in outright rejection of the tender.

11. **VALIDITY OF CONTRACT**

The contract finalized with the successful tenderer(s) shall remain in force up to 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 Chairman, UTLPC.

12. **INSTRUCTIONS FOR MAKING SUPPLIES:**

- a. Once the rates of the successful tenderer(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 bulk within the budgetary provisions at their disposal and the approved supplier(s) shall have to make the supplies within 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.
- b. All the items to be supplied should be strictly of standard quality and specifications as approved for each item. Item(s) approved on sample basis should conform strictly to the approved samples.
- 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 at the delivery in the stores in their presence.
- d. **Each packing should be labelled indicating details mandated under Insecticides Act 1968.**
- e. **The Rates quoted and afterwards if approved by UTLPC, Department of Agriculture, J&K Government shall in no case be higher with any agency in J&K and adjacent States, if detected, the Company/Supplier will be blacklisted, besides forfeiture of EMD/CDR/FDR.**
- f. **Maximum Retail Price (MRP) on each packing should not be lower than the approved rate and if detected in any case, the Rate Contract shall be terminated, besides blacklisting of Company/Supplier.**
- g. **Supplied material in the desired packing should contain bold inscription denoting "J&K Government Supply".**



- h. **The PP Chemicals to be supplied should not be having a date of manufacturing more than 3 months old and should have a minimum shelf-life of two years.**

13. **PERFORMANCE SECURITY DEPOSITS/AGREEMENT:**

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.

14. **AGREEMENT:**

A formal agreement deed incorporating the terms of the contract shall have to be executed by the successful tenderer/ authorized signatory with the concerned Directorates on Non-Judicial Stamp Paper of Rs 20/- duly attested by registered **Notary**. The payment of the supplies made 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.

15. **MODE OF PAYMENT:**

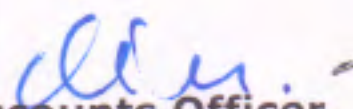
- a. No condition of advance payment shall be accepted. The payment of the goods shall be made after the supplies are received by the Department, and verified by the Verification Committee to be constituted for the purpose. There should be no compromise on the quantity and quality of the material.
 - b. Supply, if found sub-standard shall be rejected at the risk and cost of the supplier.
16. The Rate contract shall be binding upon the successful tenderers as soon as the acceptance of the rates for the items approved in their favour is issued.
- 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 the 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.
 - b. The suppliers should be registered with the UT 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.
17. The successful tenderer(s) shall not in any case assign or sublet the contract or any part thereof to and other party.
18. In case of any dispute between the supplier and the Department, the case shall be referred to the Chairman UTLPC 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, UTLPC, Agriculture Department, Jammu, 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 participation 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 UT 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. The PP Chemicals supplied by the successful tenderer shall be subject to verification both qualitatively and quantitatively. The Department will draw random samples in respect of supplies made for testing. The items not conforming to the ordered specifications and quality shall outrightly 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 successful tenderer and forfeiting the CDR, besides initiating legal proceedings against the 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.

No: Accts/PS/NIT/2019-20/ 13-18

Dated: 21/11/2019


**Accounts Officer,
Member Secretary, UTLPC,
Directorate of Agriculture,
Jammu.**

Copy to:-

1. Director Agriculture, Jammu (Chairman UTLPC) for information.
2. Director Agriculture, Kashmir, for information.
3. Director Finance, Agriculture Production Department, Civil Secretariat, Jammu for information.
4. Director, Industries & Commerce Department, Jammu for information.
5. Joint Director Agriculture (Inputs), Jammu.
6. Plant Protection Officer, Directorate of Agriculture, Jammu.

Annexure- A to e-NIT No. Acctts/PS/NIT/2019-20/ 13-18 Dated: 21/11/2019, regarding Purchase of PP Chemicals by Directorate of Agriculture, Jammu.

Requirement of Plant Protection Chemicals for the year 2019-20 in respect of Jammu Division.

S. No.	Name of P.P. Chemicals	Unit	Packing required	Tentative Quantity Required
I	<u>INSECTICIDES</u>			
1	Acephate 75% SP	Kg	250/500 gm.	500
2	Aluminium Phosphide 56%	Kg	3 gm tab. in 1 Kg pack.	150
3	Neem extract concentrate containing Azadirachtin 5 % w/w min.	Lt	100 ml.	200
4	Bromodiolone 0.005% RB (Cake)	Kg	50 gm/100 gm.	100
5	Captap Hydrochloride 50% SP	Kg	500 gm.	200
6	Chlorantraniliprole 18.5% SC	Lt	100 ml.	100
7	Chlorpyrifos 20% EC	Lt	250 ml / 500 ml.	2500
8	Cypermethrin 10% EC	Lt	100 ml.	500
9	Dimethoate 30% EC	Lt	100 ml.	500
10	Diafenthiuron 50% WP	Kg	100 gm.	500
11	Flubendiamide 39.35% M/M SC	Lt	100/250 ml.	500
12	Imidacloprid 17.8% SL	Lt	100 ml.	200
13	Thiamethoxam 25% WG	Kg	250 gm.	1500
14	Buprofezin 25% EC	Lt	100/250 ml.	500
15	Imidacloprid 30.5% SC	Lt	250/500 ml.	400
16	Emamectin Benzoate 5% SG	Kg	250/500 gm.	500
17	Bifenthrin 10% EC	Lt	250/500 ml.	500
18	Imidacloprid 70% WG	Kg	250/500 gm.	500
19	Buprofezin 22% + Fipronil 3% SC	Lt	250/500 ml.	500
20	Oxydemeton Methyl 25% EC	Lt	250/500 ml.	500
II	<u>FUNGICIDES</u>			
21	Captan 50% W.P	Kg	500 gm	100
22	Tricyclazole 75% WP	Kg	250/500 gm	1000
23	Dimethomorph 50% WP	Kg	200 gm	700
24	Copper Oxychloride 50% WP	Kg	500 gm	300

(Handwritten marks)

25	Difenoconazole 25% EC	Lt	50 ml /100ml	300
26	Mancozeb 75% WP	Kg	500 gm	200
27	Propineb 70% WP	Kg	250 gm	250
28	Zineb 75% WP	Kg	500 gm	200
29	Carboxin 37.5% + Thiram 37.5 % WS	Kg	100 gm	1050
30	Hexaconazole 4% + Zinab 68% WP	Kg	250/500 gm	550
31	Captan 70% + Hexaconazole 5% WP	Kg	250/500 gm	500
32	Cymoxanil 8% + Mancozeb 64% WP	Kg	500 gm	150
33	Propiconazole 25% E.C.	Lt	250/500 ml	500
34	Thiram 75% D.S	Kg	100/250 gm	500
35	Carbendazim 50% WP	Kg	250/500 gm	500
36	Hexaconazole 5% SC	Lt	100/250 ml	500
37	Mancozeb 63% + Carbendazim 12% WP	Kg	250/500 gm	500
38	Streptoclyline	Kg	6 gm	3
III	<u>HERBICIDES</u>			
39	Anilophos 30% EC	Lt	500 ml	500
40	Pretilachlor 50% EC	Lt	500 ml	500
41	Metribuzin 70% W.P.	Kg	100 gm	500
42	Butachlor 50% EC	Lt	500 ml	1500
43	Butachlor 5 % GR	Kg	5 kg	3500
44	2- 4 D, ethyl ester 38% EC	Lt	500 ml	800
45	Pendimethalin 30% EC	Lt	500 ml	600
46	Sulfosulfuron 75% WG	Kg	13.5 gm	500
47	Clodinafop Propargyl 15% WP	Kg	160 gm	200
48	Metsulfuron Methyl 20% WP	Kg	8 gm	200
49	Bispyribac Sodium 10% SC	Lt	100 / 250 ml	400

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