

Government of Jammu and Kashmir
Directorate of Agriculture Talab Tillo Jammu
www.diragriju.nic.in

e-TENDER NOTICE

For and on behalf of Governor of Jammu and Kashmir, e-Tenders are invited under Dual Cover System (Technical & Financial Bid) by the Member Secretary, State Level Purchase Committee, (SLPC), Agriculture Production Department, J&K, from Registered firms / Labour Contractors for undertaking following labour operations in respect of **Approval of Rates for different Labour Operations for the year 2019-20 at Cold Store Bishnah** and finalizing the Rate Contract. The detailed specifications of the items to 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 **18/09/2019 to 28/09/2019 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 **19/09/2019 to 30/09/2019 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 **19/09/2019 to 30/09/2019 up to 12:30 PM**.
3. The Technical bids uploaded on the website will be opened on **3/10/2019 at 1:00 PM** or any subsequent working day in the Office chamber of Chairman, State Level Purchase Committee, Agriculture Department, J&K, Jammu, (Director Agriculture, Jammu) in the 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, State Level Purchase Committee, Agriculture Department, Talab Tillo, Jammu. 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 the due date. However, the documents must reach by or before i.e. **30/09/2019 up to 12:30**

PM. The SLPC does not own any 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 **04:30PM.**
6. **The tender fee of Rs. 500/- (Rupees Five hundred only) shall be applicable.** 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.**
8. **The State 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. **No conditional tender will be accepted/ entertained. No condition other than those in the terms set-forth will be entertained.**
10. 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.

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 bids/ Original Document 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, SLPC (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) Earnest Money Deposited in the shape of CDR/FDR for the required amount as mentioned against section i.e. Potato Development Officer, Jammu.
- iii) Copy of GST and Permanent Account Number(PAN).
- iv) Permanent Address Proof of tender i.e. attested photocopy of Driving License / Voter Card/Telephone Bill/Ration Card.
- v) Copy of Income Tax Return for the financial year 2017-18 Assessment years 2018-19.
- vi) Certificate of Registered firms / Labour Contractors.

Note:

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

Instructions for bidder:

All the documents in the Technical bid should be properly flagged and page numbers marked accordingly.

a) List of the documents (Index Sheet) submitted should be provided along with the corresponding page numbers.

b) Separate envelopes should be submitted.

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 Labour Rates must be quoted by the tenderer(s) for items listed as per the Particulars of Labour job mentioned in **Annexure- A**.
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 taking into account this clause shall not be considered.

7. No conditional tender will be entertained.
8. The State Level Purchase Committee, Agriculture Department, reserves the right to accept or reject any tender in full or in part thereof without assigning any reason thereof.

9. **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, State 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 the CDRs of successful tenderers will be retained till successful completion of Rate Contract. 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.

10. **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. 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, SLPC.

11. **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 Directorate on Non-Judicial Stamp Paper of Rs 20/- duly attested by the 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 the successful tenderer/labour contractor.

12. **MODE OF PAYMENT:**

No condition of advance payment shall be accepted. The payment of the services shall be made after the execution of the work and

after receiving the satisfactory report from the Potato Seed Inspector concerned.

- a) The payment shall be made to the Firm/Contractor (s) through bank Drafts/e-payments only. The bank charges on account of preparation of Bank draft through bank shall be debited to the Firm/Contractor (s) account and adjusted in their claim itself.
13. 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. In case of any dispute raised by the approved supplier with regards to rates and other terms and conditions approved, it has to be raised within a period of 07 days from the date of issuance of approved rate contract in his favour.
- 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.
14. The successful tenderer(s) shall not in any case assign or sublet the contract or any part thereof to other party.
15. In case of any dispute between the supplier and the department, the case shall be referred to the Chairman SLPC for arbitration/ settlement, whose decision shall be binding upon both the parties.
16. Any clarification required by the tenderers with regard to any point mentioned in the NIT can be obtained from Member Secretary, SLPC, Agriculture Department, Jammu before the due date.
17. **PENALTY: -**
In case the approved supplier doesn't make available Labour in time, a penalty of up to 10% of the un-executed value of the orders shall be imposed on the directions of the Chairman, State Level Purchase Committee, Director Agriculture, Jammu, J&K. In the case of Firm/Contractor (s) defaulting completely (100%), their Earnest Money Deposit shall be forfeited without any notice. The supplier shall have no right to claim its re-fund even in the Court of Law. The supplier shall also be debarred for future participation in the tendering process of the Department.

18. Legal Proceedings, if any between the party and the Government shall be subject to the Jurisdiction of Courts within J&K State only.
19. **Quantum of work given in the list is tentative and is subject to increase or decrease at the time of issue of Rate Contract/Work Order.**
- 20 In addition to above all specified terms and conditions it will be a legal binding on successful bidder to complete all additional formalities as may be deemed fit by the SLPC, as and when needed.

No: Acctts/PS/NIT/2019-20/ 764-69
Dated: 17/09/2019.

Alien
**Accounts Officer,
Member Secretary, SLPC,
Directorate of Agriculture,
Jammu.**

Copy to:

1. Director Agriculture, Jammu (Chairman SLPC) for information.
2. Director Agriculture, Kashmir, for information.
3. Director Finance, Agriculture Production Department, Civil Secretariat, Srinagar for information.
4. Director, Industries & Commerce Department, Jammu for information.
5. Joint Director of Agriculture (Inputs), Jammu.
6. Potato Development Officer, Jammu for information.

Annexure-A in reference to e-NIT No: Acctts/PS/NIT/2019-20/764.
69 Dated: -17/09/2019, regarding Labour Operations of
Potato Seed at Cold Store Bishnah.

S No	Operation to be executed	Crop	Unit
1	Loading and Unloading of Bags (Coming to and from Cold Store).	Potato	2000-2500 Qtls
2	Grading of Potato Tubers.		2000-2500 Qtls
3	Removing of Bags from Cold Store to Grading floor / Bagging of graded produce / Stitching / Weighing and then carrying to Cold Store.		2000-2500 Qtls

 