



Government of Jammu and Kashmir
Office of the Chairman State Level Purchase Committee
Sheep Husbandry Department J&K Kashmir
Directorate of Sheep Husbandry Department Kashmir
Lal-Mandi, Srinagar 190008
Tel. No: 09194-2310604. Fax No: 0194-2311063
Email id: kashmirmirino.sheep@gmail.com
(Supply Section)

e-NIT No:DSHK/Supply/NIT/2021-22/13400-442

Dated: 17 -12-2021

Subject: E-Procurement Notice for the supply of Fodder Seeds.

For & on behalf of Lt. Governor of Jammu and Kashmir e-tenders are invited from firms/companies dealing in fodder seeds in two bid system (Technical 1 & Financial 2) through Chairman State Level Purchase Committee for fixing the rate contract for **Supply of fodder seeds**.The detailed variety wise requirement to be supplied in reference to this e-NIT is:-

| S.No | Name of Seed | Variety | Seed Class | Packing size |
|------|---------------|------------------------------|------------|--------------|
| 1 | Oats | Kent | certified | 20kg |
| 2 | Maize | African Tall or Hybrid | certified | 10kg |
| 3 | Perennial Rye | Makhan grass or Punjab Grass | certified | 1kg |

The bidding documents consisting of qualifying information, eligibility, criteria, specifications, bill of quantities (B.O.Q), set of terms and conditions of supply/contract and other details can be seen/downloaded from the e-procurement website www.jktenders.gov.in as per schedule of dates given below.

| | | |
|---|--|--------------------------|
| 1 | Date of Issue of Tender Notice | 17.12.2021 |
| 2 | Period of downloading of bidding documents | 18.12.2021 to 31.12.2021 |
| 3 | Bid submission start date | 18.12.2021 |
| 4 | Bid submission end date | 31.12.2021 |
| 5 | Date and time of opening of bids (online) | 01.01.2022 (2.00PM) |

1. Instructions for bidders regarding e-tendering process:-
 - i. Bidders are advised to download bids submission manual from the "Downloads option as well as from Bidders Manual kit" on the website www.jktenders.gov.in to acquaint themselves with bid submission process.
 - ii. To participate in bidding process bidder has to get a Digital Signature Certificate (DSC), as per Information Technology ACT-2000. Bidders can get Digital Certificate from an approved vendor.
 - iii. The bidder has to submit their bids online in electronic format with the Digital Signature. No bidding will be accepted in physical form.
 - iv. Bids will be opened online as per the schedule mentioned at Para-1.
 - v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid.
2. The department will not be responsible for delay in online submission due to any reason.
(Note: Scan all the documents on 100dpi with Black and White option.)

Sd/-

Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir

Copy to:

1. Principal Secretary, Animal/Sheep Husbandry Department, Jammu and Kashmir for information.
2. Director Sheep Husbandry Department, Jammu for information.
3. Joint Director Extension Sheep Husbandry Department Kashmir for information.
4. Joint Director Extension Sheep Husbandry Department Jammu for information.
5. Joint Director Farms Sheep Husbandry Department Kashmir for information.
6. Joint Director Farms Sheep Husbandry Department Jammu for information.
7. All the DSHO's J & K for information. Accounts Officer Sheep Husbandry Department Kashmir for information.
8. Accounts Officer Sheep Husbandry Department Jammu for information.
9. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website
10. Incharge publicity with the request to give wide publicity to the NIT through at least two leading local/national print & electronic media.

Sd/-

**Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir.**

1. General Instructions.

- 1.1: The Interested bidders may download the tender documents from the website www.jktenders.gov.in from 18 -12-2021 to 31 -12-2021 upto 4PM.
- 1.2: Online bids in two parts i.e. technical bid (Part 1) and Financial bid (Part 2) shall be submitted on the website www.jktenders.gov.in from 18 -12-2021 to 31-12-2021 upto 4PM.
- 1.3: Clarifications if any will be entertained from 18-12-2021 to 24-12-2021 upto 4PM.
- 1.4: The technical bids uploaded on the website will be opened on 01-01-2022 at 2:00 PM in the office chamber of Chairman, State Level Purchase Committee, Sheep Husbandry Department JandK, Kashmir (Director Sheep Husbandry Department, Agriculture Complex, LalMandi Srinagar Kashmir. In case, the said date is declared as holiday the bids will be opened on the next working day at the same time.
- 1.5: The above schedule regarding date and time is tentatively fixed, however, the Chairman SLPC reserves the right to change the date and time of activities in case of any exigency through a notice on e-tenderingportalwww.jktenders.gov.in and on official website of the Directorate of Sheep Husbandry Kashmir.
- 1.6: Disclosure of rate/discounts special offers in the technical bid may be understood as mal practice and as such the bid shall be rejected.
- 1.7: All the original documents should be produced at the time of scrutiny, if asked for by the technical evaluation committee.
- 1.8: The SLPC reserves the right to accept or reject any tender or any part of the tender before , during or after the tender without assigning any reason thereof.
- 1.9: No conditional tender will be accepted /entertained.
- 1.10: The bidder has to submit a non refundable tender fee of Rs 500/= in form of a demand draft (hard copy) in favor of Member secretary Accounts Officer Sheep Husbandry Department Kashmir by last date of tender submission.

Valid scanned exemptions certificate for seeking exemption of tender fee issued under price preference rules for MSME/SSI units should be uploaded.
- 1.11: The tenders without tender fee shall be out rightly rejected. Firms that are eligible for exemption for the payment have to submit and upload the scanned document in support of such exemption.
- 1.12: No technical/financial bid shall be accepted in hard copy.

2. Eligibility

- 2.1: All Seed producing companies/FPO's/Authorised Dealers of certified seeds possessing valid authorization of principals having relevant license authenticated by administration shall be eligible for participation of the tenders.
- 2.2: The minimum annual turnover of bidder for assessment year 2020-21 should be 40 lakhs. The certificate to the effect issued by practicing Chartered Accountant should be uploaded (Annexure 3) along with the copy of balance sheet duly attested by chartered accountant for the assessment year 2020-21. The turnover should be in terms of supply of seeds exclusively.

- 2.3: Apart from the above necessary eligible criteria other documents required from the bidder as envisaged in the other conditions of the tender documents are mandatory for being eligible in the present proposal of the tender.

3. Micro and Small Enterprises and SSI Units

- 3.1: Bidders claiming relaxation for MSE's /SSI have to submit a valid SSI or relevant registration, exemption and verification certificate. Turnover criteria has been relaxed for micro and small enterprises/SSI units.
- 3.2: Participating Micro and Small Enterprises quoting price within price band of L1+15 % shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a micro small and medium enterprise. In case of more than one such Micro and Small Enterprises the supply shall be shared proportionately. This relaxation is in view of the JandK procurement policy for MSE's and SSI Units and Finance department circular no. A/106 (03)-II-244 dt. 11-01-2020. This is also with the objective of achieving minimum of 20% of annual purchases by Micro and Small Enterprises. However this procurement goal of minimum of 20% of annual purchases of the product from Micro and Small Enterprises shall not be mandatory for the department of Sheep Husbandry.

4. EMD/Performance Security:-

- 4.1:- No earnest money is to be deposited/submitted with the bid however bid security declaration duly self attested as per finance department JandK Civil secretariat Jammu Srinagar Circular No. A/Misc/2018-III-895/J Dated: 02-12-2020 (Annexure – 3 a) should be kept in the bid documents.
- 4.2:- The successful bidder shall have to deposit refundable performance security equal to 3% of the supply value of the purchase order in favor of AO Kashmir/AO Jammu as the case may be at the time of receipt of the supply order. In case of failure to make the said deposit the contract shall be cancelled. The security deposit shall be liable to be forfeited by order generating authority for non/short supply of the ordered item in stipulated time frame from the receipt of order. Partial deposit or previous deposit of the security money for any supply order will not be entertained and new security deposit should be submitted for each supply order. The performance security will also be forfeited in the event of breach of contract or unsatisfactory supplies. Security money deposited will be refunded after satisfactory completion of the supply and a certificate pertaining to this will be issued to the supplier. No proportionate refund of the security money will be allowed if the supplied quantity falls below the ordered quantity.

5. TECHNICAL BID:

5.1:- **Application:-**

Bidder will have to upload the prescribed application format (Annexure -1) duly filled in signed and affixed with the seal of the firm by indicating full communicating address with Pincode, Telephone No, Fax and others.

5.2:- **Bid Declaration (Annexure– 2)**

Bid declaration as per Annexure – 2 should be uploaded.

5.3:- **Turnover Certificate(Annexure-3)**

Turnover certificate as per Annexure-3 should be uploaded.

5.4:- **Tender Fee:-**

Copy of demand draft FOR Rs.500/=on account of tender fee should be uploaded.The original demand draft should be submitted(Hard Copy) to Member Secretary SLPC (AO Sheep Husbandry Department Kashmir) by last date of tender submission.

Valid exemptions certificate for exemption of tender fee issued under price preference rules for MSME's/SSI units should be uploaded.

5.5:- **SELF DECLARATION:-**

Each bidder has to upload a self attested(with seal) Non Blacklisting certificate that the firm has not been blacklisted in the past by any Government or Private Institutions.

5.6:- **INCOME TAX RETURN**

(iii) Original Income Tax returns for last 3 Assessment years i.e,2018-19, 2019-20, 2020-21 are to be uploaded

(iv) PAN Card issued by the competent authority should be scanned and uploaded.

5.7:- **GST REGISTRATION:-**

Each bidder will have to upload original GST registration certificate obtained by the competent authority. Bidder should also upload a GST return file copy/Tax clearance certificate for 1st quarter of 2021-22, If the bidder is exempted from the GST they should upload the exemption certificate obtained from the competent authority.

5.9:- Principal/Company current price list should be uploaded.

5.10:- Copy of valid seed business license from state Agricultural department should be uploaded.

5.11:- SSI units have to upload original registration certificate issued by concerned DIC.

5.12:- Label on packing should indicate kind of seed, crop variety, class of seed, Lot no, Date of test, Date of packing, Valid upto, Germination %(min),Net Weight when packed, Chemical name if treated with any, inscribed as "J&K Govt Supply".

5.13:- Authorised dealers shall have to upload authorisation of Principals.

5.14:-

| S.No | Name of Seed | Variety | Seed Class | Packing size |
|------|---------------|------------------------------|------------|--------------|
| 1 | Oats | Kent | certified | 20kg |
| 2 | Maize | African Tall or Hybrid | certified | 10kg |
| 3 | Perennial Rye | Makhan grass or Punjab Grass | certified | 1kg |

The varieties older than 10 years of age will not be considered for purchases as per Govt. policy. The tentative quantity of Oats, Maize, Perennial rye required by the department is about 5000 kits(20kg),2855 kits(10kg),4000 kits(1kg) respectively, which is subject to increase or decrease as per requirement of the department.

6. FINANCIAL BID:-

- 6.1: The financial bid shall be made online only on the website www.jktenders.gov.in. Disclosure of rates/discounts/special offers in the technical bid may be understood as malpractice and such bid may be rejected.
- 6.2: Financial bids of only technically qualified bidders shall be opened.
- 6.3: The SLPC reserves the right to accept or reject any tender at any stage without assigning any reason whatsoever.

SAMPLE SUBMISSION:-

- 6.4:- Each bidder shall have to submit the samples in the Directorate of Sheep Husbandry, Lalmandi, for the product that they are quoting for by 31.12.2021 (2.00PM). Non-deposition of sample will lead to rejection of tender.

7. RATE:-

- 7.1: The rates offered in the tender shall under no circumstances exceed the MRP as well as the lowest price at which the firm sells the product of the identical description to any other department/organization or person anywhere in the open market in the state. If incident of quoting higher rate to this department comes to the notice at any point of time during the course of rate contract period undersigned reserves the right to initiate an appropriate action against such firms including Blacklisting, Recovery of excess amount paid as well as forfeiture of performance security.
- 7.2: Rates shall be inclusive of delivery charges and all other incidental charges e.g. Loading unloading, cost of transportation, packing for central store Lalmandi.
- 7.3:- Rates should be quoted per quintal only
- 7.4:- L1 will be determined on the base price only exclusive of GST.
- 7.5:- The rate is/are to be quoted in INR or Paisa in net decimal coinage only.
- 7.6:- Enhancement of rate under no circumstance will be accepted.
- 7.7:- Abnormally low rate of any items quoted by the bidder in the offer without sufficient reason if detected will not be accepted. The Chairman SLPC reserves the right to reject any or all tenders at any stage without assigning any reason thereof. The rates quoted by the bidder shall not exceed the controlled rates if the Government rates are low on the date of uploading the tender. The bidder should quote reasonable price applicable to bulk purchases however quantity order may not likely be enough to be considered as truck load the bidder must however execute the supply of any quantity of ordered item.

8. PERIOD OF RATE CONTRACT:-

8. The Rate contract shall remain valid for a period of 1 year from the date of issuance or till the new rate contract is issued whichever is earlier.

9. AGREEMENT:-

- 9.1:- The successful bidder will have to enter into a contractual agreement with the Directorate of Sheep Husbandry Kashmir within 10 days after award of the contract on the non-judicial stamp paper worth

Rs 20/= at their own cost. In the event of failure to execute the agreement in the prescribed manner within the stipulated period by the successful bidder shall forgo the right of the bidder to participate in future tenders of the directorate.

- 9.2:- The agreement should be typed only on one side of the stamp paper duly signed by authorized signatory on each page. The continued pages should be typed on the conquest paper.
- 9.3:- In case of the failure to execute the agreement by the L1 bidder an opportunity if considered feasible by the Chairman SLPC be given to L2 for the agreement within next 15 working days to supply the said product on L1 rate. Any additional cost on this account shall be at the expense of the L1.
- 9.4:- The parties to the contract are the firm and the department of Sheep Husbandry J & K duly represented by the Chairman SLPC.
- 9.5:- The person signing the tender, any other document forming part of tender on behalf of the firm shall be deemed to warrant he/she has the authority to bind the firm in all the matters pertaining to the contract. If at any stage it is found that the person concerned has no such authority, the department may without prejudice to civil/criminal remedies, terminate the contract and hold the signatory liable for all costs & damages.

10. SUPPLY and DELIVERY:-

- 10.1:- Orders for the supply of the approved products will be placed with the successful bidders as and when required by the procuring authorities, as and when depending upon their annual consumption. Fresh stock as per the manufacturing batch shall have to be supplied against all indents within stipulated time frame as may be envisaged in supply order.
- 10.2:- The order item must be packed suitably to avoid transit loss and weathering to maintain quality.
- 10.3:- It is obligatory for the bidder to note that failure to maintain the delivery schedule of supply of ordered item would be considered as violation of terms and conditions and liable to penalty as per tender conditions.
- 10.4:- Replacement of supply against any rejected consignment must be made positively within the given time frame from the date of intimation, failing which action shall be taken as per tender rules.
- 10.5:- In the event of non standard and defective supply the batch will be destroyed and if the payment of such batch has already been made, the cost shall be recovered from the firm besides forfeiture of the security deposit. Such firms shall be debarred from supplying the seed and also blacklisted. The charges for testing shall be borne by the supplier.
- 10.6:- The decision of the Chairman SLPC regarding the quality of seed shall be final and binding on the approved supplier.
- 10.7:- No request for additions/alterations/change in the brand name/specifications etc for the supply as a whole or individual items, shall be acceptable by the department once the contract has been finalized.

11. PAYMENT:-

- 11.1:- The tax invoice against all supplies will be sent in triplicate and invariably be submitted along with the supplies for payment to Indenting Officer. The payment shall be made after satisfactory completion of the supply order (FOR destination) i.e. consignment delivered, verified, accepted and properly entered into stock register. No advance payment shall be made under any circumstances.

- 11.2:- Payment shall be made after satisfactory completion of the contract in all respects and after seed testing report received from UT seed testing lab/any other accredited lab, however no interest shall be paid to the supplier (successful bidder) in the event of delay in making payment due to whatsoever reasons. In no circumstances delivery schedule should be affected or linked with the payment of outstanding bills. The payment of bills will be withheld in case of violations.
- 11.3:- All due payments shall be made after deductions of applicable TDS.
- 11.4:- It shall be obligatory upon every successful bidder to certify on each and every bill that quoted rates are reasonable and are same as are being charged to other government or any other semi government institutes.

12. PENAL ACTION:-

- 12.1:- If the bidder refuses to enter into written agreement for the required supply within the time specified when requested to do so by the department or refuse to deposit the security money. Such firm's offer will not be taken into consideration and shall be liable to be blacklisted for next 3 years from the date of reporting.
- 12.2:- The deposited security money furnished by supplier is liable to be forfeited in full by order generating authority and order amount will be cancelled without prejudice, in the event of failure/refusal to deliver as per the schedule, On the recommendations by the order generating authority Chairman SLPC will be at liberty to terminate the contract as whole or a part.
- 12.3:- The quoted rate shall not exceed the price at which bidder sells the product of identical description to any other government directorate, organization, private institution etc if such instances of higher rates comes to notice, the authority deserves the right to cancel and blacklist the firm.
- 12.4:- In case the delivery programme is not followed or the bidder backs out in that case the excess cost incurred on account of repurchase will be borne by the firm. Besides non-maintenance of delivery schedule /stoppage of supply may lead to termination of contract along with forfeiture of security money and the firm shall be liable to be blacklisted for next 3 years from the date of reporting.
- 12.5:- In case of partial quantity of material delivered within the stipulated time 10% of basic cost of material not supplied will be deducted from existing bill of supplier as penalty, besides forfeiture of security money in full. However if the stipulated period ends on Sunday or govt. holidays, supply should be made on next working day and in that case no penalty shall be chargeable. The defaulting firm may be blacklisted after issuance of a show cause notice. The names of the defaulting suppliers will be also be uploaded on the departmental website.
- 12.6:- Non-compliance of terms and Conditions laid herein shall constitute the breach of contract and Non compliance shall be enforced very rigidly.
- 12.7:- Random samples shall be taken from the supplies by the Departmental physical verification committee for examination of specifications. In case the supplies are found below prescribed standards/Specifications, the supplier shall be bound to replace the said quantity within 7 days of issuance of such communication. The amount involved in replacement shall be payable by the supplier.

13. MISCELLANEOUS:-

- 13.1:- The successful Tenderer shall not assign or sublet the contract in part or in full to any other agency. In all such cases the contract shall be cancelled.
- 13.2:- Any condition that is not indicated in the NIT can be incorporated in the supply order before the agreement for execution of the contract, if needed.

- 13.3:- GFR, Manual for procurement of goods and services and any other latest guidelines issued by the government pertaining to purchase of stores, shall be followed, even if, there is no specific instruction in this tender document.
- 13.4:- All the issues that may come up during the completion of contract shall be decided by SLPC J& K and the decision of the Chairman SLPC Sheep Husbandry Department J&K and the decision shall be final and binding upon the firm.
- 13.5:- Any legal proceedings shall be subject to jurisdiction of courts within Kashmir only.
- 13.6:- When a tendering firm submits their tender in response to this notification they will be deemed to have understood fully, contents, requirements, terms and conditions of tender. No extra payment will be made on the pretext that tendering firm did not have any clear ideas of a particular point. Any offer made in the response of this tender when accepted by tendering authority will constitute a contract between the parties.
- 13.7:- All notices intended to be served to the bidder will be deemed to have been duly served, if sent by the registered post to address mentioned in the tender or any other address permissible by law. All the instructions either given in catalogue of items, tender notice, forms are binding upon the bidder. In the event of delay/non-availability, garbled printout, inaccessible website for downloading tender documents, the tender signing authority shall not be held responsible. Every document uploaded should be clearly visible otherwise it will not be considered.
- 13.8:- There should be no vigilance or CBI Case pending against the supplier, self-attested certificate to this effect should be uploaded.
- 13.9:- Force majeure clause shall not be acceptable.
- 13.10:- Any loss/damage/shortage observed on receipt of supplies, reported by the concerned official shall be responsibility of supplier, who shall be required to replenish the loss possibly within 15 days from the date of intimation sent by the intending officer. No extra cost shall be admissible for the same. Failure to replenish the above losses shall be liable for deduction from the corresponding amounts of bills which shall be final and binding.
- 13.11:- Firm has to supply the seed in desired packing and packing should be printed as per provision of seed act 1966 and seed rules 1968 and its amendment from time to time.
- 13.12:- The seed stock shall conform to the quality specification prescribed in the Indian minimum seed certification standards-2013 as amended from time to time and shall possess good physical appearance.

Sd/-
Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir.

Copy to:

1. Principal Secretary, Animal/Sheep Husbandry Department, Jammu and Kashmir for information.
2. Director Sheep Husbandry Department, Jammu for information.
3. Director Industries & Commerce Srinagar.
4. Director Food & Control organization Kashmir.
5. Joint Director Extension Sheep Husbandry Department Kashmir for information.
6. Joint Director Extension Sheep Husbandry Department Jammu for information.
7. Joint Director Farms Sheep Husbandry Department Kashmir for information.
8. Joint Director Farms Sheep Husbandry Department Jammu for information.
9. All the DSHO's J & K for information.
10. Accounts Officer Sheep Husbandry Department Kashmir for information.
11. Accounts Officer Sheep Husbandry Department Jammu for information.
12. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website.
13. Incharge publicity with the request to give wide publicity to the NIT through at least two leading local/national print & electronic media.

Sd/-

**Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir**

ANNEXURE-1

Application format

e-Tender Reference No:-

Date:-

**To Chairman
State Level Purchase Committee
Department of Sheep Husbandry
Government of Jandk**

**Subject:- E-procurement for Supply of Fodder Seeds.
Department of Sheep Husbandry Kashmir**

Sir,

With reference to your online NIT:- _____ Dated :-

1. I the supplier is hereby furnishing the rates for the supply tendered for as per your specifications, terms and conditions to department of Sheep husbandry (Decentralized units of the Directorate of Sheep Husbandry Kashmir).
2. I hereby agree to abide by and fulfill all the terms and conditions laid down in online tender notice/ tender (tender terms and conditions, Annexure). The default thereof and pay the penalties/sums or money that may be imposed by the Chairman State level Purchase committee.
3. I declare that I have never failed to execute the agreement with department of the sheep husbandry at any instance in the past.
4. I declare that have never been debarred blacklisted by any government concern/government institutions in the country as a whole, for any item/ items (quoted in this tender).
5. I offering rates for the supply and BOQ and assure execution as per the requirement to the department of Sheep Husbandry Jammu and Kashmir.
8. I propose that the order and the bill should be in the name of _____ Mobile No.

9. I also agree that the decision of the Chairman SLPC department of Sheep Husbandry in all matters in respect of this online tender will be final and binding on me.

10. I also agree to execute on being called upon to enter into a formal agreement embodying the terms and conditions containing herein.

11. I Affirm the information provided in the tender is true and correct.

Yours Faithfully

Signature & Date

Name of the Bidder and Date

ANNEXURE – 2

BID DECLARATION

To

**The Chairman
State level purchase committee
Department of Sheep Husbandry department Kashmir
Lal-Mandi Srinagar.**

Sir,

I/We understand that according to Finance department Civil Secretariat JandK Jammu Srinagar letter No. A/Misc(2018/3/985/J) Dated: 22/12/2020, bids must be supported by a bid security declaration. I/we declare that I/We may be disqualified from bidding if I/We are in breach of any obligation under the bid conditions that I/We:-

1. Have withdrawn/modified/amended/impaired or derogated for the tender during the bid validity specified in form of bid.
2. Fail or refuse to execute the contract.
3. Fail or refuse to furnish the performance security.

I/we solemnly declare that in case I/We withdraws/amends his /her tender or impairs or derogates from the tender in any respect within the validity of the tender I/we shall pay a penalty as decided by the SLPC towards the department.

Witness 1

Witness 2

Seal and Signature of the Bidder

ANNEXURE 3

Annual turnover certificate

(Certificate from the Chartered firm on the official letter pad of the Chartered Accountant)

This is to certify that having been examined the audited balance sheet and profit and loss accounts and other records of M/S _____ having its office at _____ the annual turnover of M/S _____ for assessment year 2020-21 is Rs: _____ lakhs in terms of supply of seeds only.

Signature of the Chartered Accountant

Signature of the Bidder.

with registration no. of the firm and official seal.

