

**GOVERNMENT OF JAMMU AND KASHMIR**  
**CHAIRMAN, STATE LEVEL PURCHASE COMMITTEE,**  
**ANIMAL HUSBANDRY DEPARTMENT, JAMMU & KASHMIR**  
**(DIRECTORATE OF ANIMAL HUSBANDRY, JAMMU)**

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e-NIT No: - DAHJ/SLPC/NIT/2016-17/ **368-78**

Dated: **19-10-2016**

**T E N D E R N O T I C E**

For and on behalf of Governor of Jammu and Kashmir e-re-tenders are invited from the bonafide dealing Agencies/Suppliers/Firms for supply of Yellow Maize in whole grains for the year 2016-17 as per the specifications enclosed as Annexure-A. The Rate Contract fixed with successful tenderer shall remain in force for a period of one year from the date of issuance of Approved rate contract or till New rate contract is issued whichever is earlier:-

**Yellow Maize in whole grains (Sample Item) 1x 50 Kgs Pack**

1. The tender documents for the above items can be seen on the website <https://www.jktenders.gov.in> from **20.10.2016 from 03.00 P.M** onwards.
2. The tender documents can be downloaded from the above website from **20.10.2016 to 03.11.2016 up to 04.00 P.M.**
3. Clarifications if any will be entertained from **20.10.2016 to 26.10.2016 upto 04.00 P.M**
4. All technical and financial bids shall be deposited in electronic format on the website <https://www.jktenders.gov.in> from **20.10.2016 to 03.11.2016 up to 04.00 P.M.**
5. The technical and financial bids uploaded on the website will be opened on **05.11.2016 at 11:00 A.M.** in the office of Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu (Director, Animal Husbandry Department, Talab Tillo, Jammu) in presence of bidders who wish to be present.
6. Original Tender documents shall be received at the Directorate of Animal Husbandry Department, Talab Tillo, Jammu/ Director Animal Husbandry Department, Gaw Kadal, Srinagar from **20.10.2016 to 03.11.2016 upto 04.00 P.M.** in sealed envelopes on prescribed tender free from any insertions/cuttings/corrections addressed to Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu (Directorate of Animal Husbandry Department, Talab Tillo, Jammu). Tenderers who wish to submit documents by post may mail them on any date after the publishing of the tender document. However, the documents must reach the concerned office by or before **03.11.2016 upto 04.00.P.M.**
7. Tender Documents received after the due date and time shall not be accepted. In case, the last date of receipt of documents happens to be a holiday, the same shall be received on the next working day upto **04.00 P.M.**
8. The tender fee has been fixed as **Rs 1,000/-(Rupees One Thousand only)**. The tender documents along with terms and conditions will be available on the website <https://www.jktenders.gov.in>. The tender documents will be available for sale **20.10.2016 to 03.11.2016 upto 04.00 P.M.** in the office of Directorate of Animal Husbandry Department, Jammu and Directorate of Animal Husbandry Department, Kashmir as well on all working days during working hours against crossed demand draft (non-refundable) favoring **Member Secretary**, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu (Accounts Officer, Animal Husbandry Department, Talab Tillo, Jammu) payable at Jammu. The tender fee is non refundable. The intending tenderers who will







download the complete set of tender documents along with terms and conditions on website have to pay the prescribed fee before submission of documents by demand draft.

9. The State Level Purchase Committee, Animal Husbandry Department, J&K reserves the right to accept or reject any tender or any part of tender without assigning any reason thereof.

**TERMS AND CONDITIONS:-**

1. The tenders shall be submitted in two parts, one as Technical bid and another as Financial Bid. Only those bids which are technically qualified with reference to the terms and conditions notified will be considered for financial evaluation.
2. Both the Technical and Financial bids have to be made online on the website <https://www.jktenders.gov.in> for which the interested bidders should read the instructions carefully 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 in the office of Directorate of Animal Husbandry Department, Talab Tillo, Jammu/ Director Animal Husbandry Department, Gaw Kadal, Srinagar or can be sent by registered/speed post/ courier as the case may be. Documents received after due date shall not be entertained. Any postal delay shall not be the responsibility of the department. Any document soft copy of which is not uploaded will not be considered even if the hard copy of the same have been received with the tender document.
4. The tenderer shall furnish the source of procurement of raw materials if required by the Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu. The Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu reserves the right to cancel the purchase orders if the source of supply is not furnished.
5. The SLPC shall be empowered to cross verify the facts as well as products provided in the technical bid before finalizing the firms to be placed for the financial bid. If necessary, analytical and other facilities for arriving at a decision for finalization of the technical bid.
6. All other issues that may come up during the course of completion of contract shall be decided by the State Level Purchase Committee, Animal Husbandry Department, Jammu & Kashmir and orders shall be final and binding upon the purchase officer and the approved tenderer.
7. **EARNEST MONEY**  
Call Deposit Receipt of Rs. 1,00,000/- (**Rupees One Lac only**) for Yellow Maize in whole grains as earnest money having validity not less than 12 months pledged to the **Member Secretary, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu (Accounts Officer, Directorate of Animal Husbandry, Jammu)** is required to be enclosed with the tender documents as earnest money without which the tender shall out rightly be rejected. The CDR of approved contractor/ supplier shall be retained till successful completion of the Rate Contract whereas those of un-successful tenderers shall be released immediately. Demand Draft/Cheque/ Pay order will not be acceptable. **Tenders without Earnest money shall be rejected.**

**NOTE: The tenderer(s) who have already submitted their CDRs for the e-NIT No: DAHJ/Supp/NIT/2015-16/438-47 dated: 20.10.2015 and e-NIT No: DAHJ/Supp/NIT/2015-16/908-17 dated: 23.02.2016 need not furnish new CDRs as the previous ones will be considered for this tender. However, the concerned tenderer(s) may upload the scanned copy of the same EMD (CDR/FDR) for reference.**

**8. TENDER FEE**

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The tenders should be accompanied with the Demand Draft of Rs. 1,000/- (Rupees One Thousand only) pledged to the Member Secretary, State Level Purchase Committee, Animal Husbandry Department, J&K, Jammu (Accounts Officer, Directorate of Animal Husbandry, Jammu) without which the tender shall not be accepted. The tender documents with complete specifications of Yellow Maize in whole grains and other terms & conditions can be had from the office of the Director, Animal Husbandry Department, Jammu/ Director, Animal Husbandry Department, Gaw Kadal, Srinagar on any working day and can be downloaded from <https://www.jktenders.gov.in>. The Demand Draft for Rs:- 1,000/- (Rupees One Thousand only) should accompany with the tender documents otherwise tender shall out rightly be rejected.

9. **The Yellow Maize in whole grains** should be free from extraneous materials like cobs, adulterants, metal pieces etc. It should not be rancid, stale, fermented, dusty or having any bad odour. The grains must be sound, even-sized, not mix of undersized grains, without insects and insects damaged grains without smut. It should have acceptable texture i.e. firm and not faint. It should be free from toxin, fungus, urea, insecticides or insect infestation. It should be packed in such fresh bags which are not torn and are safe for storage purpose. Each consignment shall be subjected to random testing of samples drawn from the lots for assessment of proximate principals by any Government Laboratory/ Approved Government Test Houses by the verification committee for its quality and weighment.
10. Sample items wherever applicable shall be decided by SLPC/any technical committee framed by the Chairman SLPC and shall be decided on quality basis taking into considerations the recommendation of such committee.
11. **TECHNICAL BID (COVER-1)** shall be made online and in hard copy also. It should contain the followings documents:-
  - i) Earnest money deposited in the shape of CDR/ FDR as mentioned in the NIT.
  - ii) Copy of Demand Draft on account of tender fee.
  - iii) Copy of balance sheet for the last three consecutive years should also be enclosed duly attested by Chartered Accountant.
  - iv) Copy of VAT/Sales Tax clearance certificate for the year 2015-16 issued by the competent authority along with TIN number.
  - v) Balance Sheet of the supplier/firm/agency for the last 3 years duly attested by the Chartered Accountant.
  - vi) Copy of Income Tax Return for the year 2014-15 (assessment year 2015-16) along with a copy of attested PAN card.
  - vii) Non-Blacklisting Certificate duly self-attested (with seal).

**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.

**Instructions for bidder:**

- 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 should be submitted for each section.*

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12. **FINANCIAL BID (COVER-2)** shall only be made online on the website <https://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).

13. Rates quoted by the tenderer for various items listed in the BOQ/NIT should be uniform throughout the State and the rates should be quoted F.O.R Store, Poultry Project, Belicharana/Central Stores, Hariparbat/Mattan (Anantang) respectively inclusive of Octroi Tax, Toll Tax, Entry tax, loading & unloading and any other incidental charges but exclusive of CST / Value Added Tax (VAT)/ if applicable at the time of supply. The rates for Yellow Maize in whole grains should be quoted on per quintal Net Weight basis.
14. The tenderer whose tender is approved by the SLPC shall have to provide a certificate to the department that the grains supplied have been procured from areas which are free from any poultry disease/infection for the last three months.
15. The tenderer shall have to furnish the self-attested (with seal) **Non-Blacklisting Certificate** that the firm has not been blacklisted in the past by any Government or Private Institution. Conditional or incomplete documents with tenders shall not be entertained.
16. The State Level Purchase Committee, Animal Husbandry Department, J&K shall not be bound to accept the lowest tender and reserves the right to accept or reject any tender in full or in part without assigning any reasons thereof.
17. The successful tenderers shall have to execute an agreement deed with the Purchasing Officer on Non-judicial stamped paper worth Rs.20/- duly attested by 1<sup>st</sup> Class Executive Magistrate/ Notary within a period of 15 days from the date of issuance of Rate Contract and shall abide by the terms and conditions of the agreement. However, non-execution of the agreement deed shall not absolve the approved suppliers/firms of the responsibilities/ terms and conditions laid down in the NIT/Rate Contract.
18. The tenderer should enclose the self attested (alongwith seal) copy of latest Income Tax return/VAT/CST clearance certificates of the proceeding year i.e. 2015-16 duly authenticated by authorized signatory (Income Tax Department & Commercial Tax Department) along with attested PAN card.
19. The quality of material should be as per approved specifications/desired standard(s) and supply if found below the desired standard(s) shall be rejected and shall have to be lifted back by the supplier immediately at his own risk & cost. However, in case of supply of Yellow Maize in whole grains proportionate cut in price as may be determined by the Purchasing officer / verification committee on the basis of laboratory test shall be imposed for any variation between the specification of the supplies made and those approved up to certain admissible levels as shown in the enclosed Annexure.
20. The approved supplier shall be responsible for the proper/ standard packing so as to avoid pilferage/ damage under normal conditions of transportation/ unloading etc. otherwise the department shall be at liberty either to reject the supply or accept the same at reduced rates as may be determined by the Purchasing officer/verification committee after proper verification.
21. If last day for supply schedule happens to be a holiday, supplies can be made by the firm on next working day which will be accepted by the department without any penalty.
22. The successful tenderers/ approved suppliers shall be responsible to supply the required material within a period shown in the supply orders from the date of issuance of supply orders failing which the department shall be at liberty to impose penalty for the late supply or terminate the contract and make alternate arrangement from the Government







Institutions/Private Sector Undertakings/ Cooperative Sectors or 2<sup>nd</sup> lowest tenderers at the cost and risk of successful tenderers in accordance to the rules and regulations which shall be recovered from the pending claims/security or as arrears of Land Revenue as the case may be.

23. Any approved supplier of this rate contract who fails to execute the supply order shall be **BLACK LISTED** by the department of Animal Husbandry Department, Jammu & Kashmir and debarred for succeeding three consecutive years from participating in tendering process.
24. The approved suppliers/ contractors shall not assign or sub let this contract or any part thereof to any other agency.
25. The State Level Purchase Committee, Animal Husbandry, J&K reserves the right to rectify any clerical/ typing mistake at any point of time without any objection of claim by the supplier.
26. The tenderer should be registered with Sales Tax Department and have to attach the copy of necessary certificate from the concerned department and also quote the sales tax registration number/TIN number in their tender.
27. The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J&K financial rules/codes and the conditions as per the contract.
28. Any other condition that is not indicated here can be incorporated in the supply order or agreement, if need arises.
29. It shall be obligatory upon every successful tenderer to certify on each and every bill that the quoted rates are reasonable and are same as are being charged from other Government/Semi Government Institutions in the State or Country.
30. All other issues that may come up during the course of completion of Contract shall be decided by the State Level Purchase Committee, Animal Husbandry Department, Jammu & Kashmir and orders shall be final and binding upon the Purchase Officer and the approved tenderer.

31. **MODE OF PAYMENT:**

No condition of advance payment shall be accepted. The payment of the material shall be made after supplies are received in the departmental stores, verified by the verification committee and accepted in accordance with specifications laid down in the Approved Rate Contract/supply orders. The material shall be subject to test in our departmental laboratory or any other recognized laboratory as the Purchasing Officer/ Verification Committee may deem fit and the payment shall be released only after the receipt of the test report. The payment shall be made through Bank Draft and the Bank charges shall be borne by the firm/supplier.

32. **PENALTY:**

The successful tenderer shall be responsible for execution of the supplies strictly in accordance with the contract in full within the Stated time. In case the supplier(s) does not make full supplies in time, penalty up-to 10% of the un-executed value of the orders shall be imposed at the discretion of Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K and in the case of supplier(s) defaulting completely (100%) their earnest money shall be forfeited without any notice. The SLPC also reserves the right to take legal action for breach of contract (partial or full) as well blacklist the supplier who shall be debarred from future participation in the tendering process for 3 years.

33. Any loss sustained by the department as a result of retendering the contract or allotting the same to 2<sup>nd</sup> lowest tenderer or alternate purchase due to backing out of the successful tenderer shall be recovered from the defaulting tenderer out of his earnest money/ security deposit or from any pending bills with the department or as the arrear of the Land Revenue

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as the case may be. The CDR of backed out contractor shall be forfeited without any notice and the supplier of the Yellow Maize in whole grains shall have no right to raise this issue in any court of law in any manner.

34. Approximate quantity required can be increased or decreased by the Department without assigning any reasons to which the supplier shall have no objection.
35. All the legal proceedings if any arising out of this NIT/ Approved Rate Contract are subject to the jurisdiction of courts within Jammu and Kashmir state only.
36. All terms and conditions of NIT shall form a integral part of the approved contract/ supply order.
37. The rate contract shall remain in force for a period of one year from the date of its issuance by the Competent Authority or till new rate contract is issued, whichever earlier.
38. The supplies meant for Animal Husbandry Department J&K shall have to be marked as **Government Supply not for Sale.**
39. In case any tender found have quoted supporting rates, he/they shall be liable for penalty like forfeiture of earnest money/security money/ performance bank guarantee and blacklisting. The rate contract issued in favour of the tenderer shall be cancelled.
40. Force Majeure Clause shall not be acceptable.

Sd/-

**Chairman**

State Level Purchase Committee,  
Animal Husbandry Department, J&K, Jammu  
(Director, Animal Husbandry Deptt, Jammu)

Copy to:-

- 1/- Secretary to Government, Animal / Sheep Husbandry Department, J&K, Srinagar for favour of kind information please.
- 2/- Director, Animal Husbandry Department, Jammu.
- 3/- Director, Animal Husbandry Department, Kashmir and is requested to upload the NIT Document in the departmental website for vide publicity.
- 4/- Director Industries and Commerce, Jammu & Kashmir, Jammu.
- 5/- Joint Director Farms, Animal Husbandry Department, Belicahrana, Jammu.
- 6/- Senior Most Joint Director, Animal Husbandry Department, Kashmir.
- 7/ Accounts Officer, Directorate of Animal Husbandry Department, Jammu.
- 8/ Accounts Officer, Directorate of Animal Husbandry Department, Kashmir.
- 9/- Nodal Officer, Incharge of Departmental Website of Animal Husbandry Department, Jammu and is requested to upload the tender in the NIT Document website for vide publicity.
- 10/- M/S \_\_\_\_\_.
- 11/- Notice Board.  
-for information and necessary action.

**Member Secretary,**


State Level Purchase Committee,  
Animal Husbandry Department, J&K, Jammu  
(Accounts Officer, DAH, Jammu)

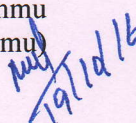
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**Annexure A- Yellow Maize Whole Grains**

S.No	Item	Ideal Specifications	Limit of parameters for acceptance as recommended on prorata basis deductions
1	Yellow Maize Whole Grains	Moisture 10%  Conformation to NIT terms and conditions para10	Upto 12 %

  
**Member Secretary,**  
State Level Purchase Committee,  
Animal Husbandry Department, J&K, Jammu  
(Accounts Officer, DAH, Jammu)

  
19/10/16