



## Government of Jammu and Kashmir

Consumer Affairs & Public Distribution Department Civil Secretariat,  
Srinagar/Jammu

Tel : 0191-2566188(J), 0194-2506084(S)

Fax : 0191-2549682(J), 0194-2506103(S)

[www.jkcapd.nic.in](http://www.jkcapd.nic.in)

### OPEN e- TENDER NOTICE

**TENDER NOTICE No: -03-DCAPDK of 2016 D A T E D: 09-05-2016**

#### **Short Term Notice Inviting Tenders for supply of Sugar**

For and on behalf of the Governor of Jammu and Kashmir e-tenders in **DOUBLE COVER SYSTEM** are invited through Secretary to Government CA&PD J&K Civil Secretariat srinagar from Registered General suppliers/reputed Manufacturers/Private or Co-operative Sugar Mills/Government undertakings within and outside the State for supply of Sugar S-30/31 ISS Grade manufactured from not earlier than 2015 crops for Six Months from the date of award of the contract **FOR** the Central godowns of the department located at Shaheed Gunj, Srinagar, Kashmir and Central Store Chatha, Jammu of the State of Jammu and Kashmir as per the details given below:

S.No	Name of work/ Nomenclature	Quantity in metric tonnes	Earnest Money (Rs.in Corers)	Class of contractor	Cost of Tender documents	Tender Inviting Authority
1	2	3	4	5	6	
1	Sugar S-30/31 ISS For year 2016-17.	42,200 or less	2.50 Crore	Registered General suppliers/reputed Manufacturers/Private or Co-operative Sugar Mills/Government undertakings	Rs. 10000/-	Director, Consumer Affairs and Public Distribution Department Shaheed Gunj, Srinagar

1. The Bidding documents consisting of qualifying information, eligibility Criteria ,specification, bill of quantities(B.O.Q) Set of terms and conditions of Supply/contract and other details can be seen/download from the departmental Website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of dates given below:-

1	Date of issue of Tender Notice	<b>09-05-2016</b>
2	Period of downloading of bidding documents	<b>09-05-2016 2:00 PM to 23-05-2016 upto 2:00 PM</b>
3.	Bid Submission Start Date	<b>09-05-2016 from 2:00 PM</b>
4	Bid submission End Date	<b>23-05-2016 Upto 2:00 PM</b>

5	Last date for receiving the Hard Copy (Original DD & EMD) including all the soft copy documents uploaded on the site, samples sealed in pet bottles along with certificate.	<b>hard copy will be received either by hand/courier/Regd.post from 20/05/2016 To 23-05-2016 up to 2:00 PM in the office of Director, Consumer Affairs and Public Distribution Department Shaheed Gunj, Srinagar.</b>
6.	Date & time of opening of Bids( online)	<b><u>Technical Bid will be Opened on 24-05-2016 at 11:00 AM in the Office Of Secretary CA&amp;PD Department Civil Secretariat Srinagar. The Financial Bid shall be opened at 2:00 PM on the same date &amp; venue.</u></b>

2. Bids must be accompanied with cost of Tender documents in the shape of demand draft in favour of **Director Finance, CA&PD Department Civil Secretariat, Srinagar** and the earnest money/ Bid security in the shape of CDR/FDR drawn from any schedule/ nationalized bank pledged to. **Director Finance, CA&PD Department Civil Secretariat, Srinagar**.
3. In case of change of date/time of opening of technical & financial bids the same shall be notified on Web Site [www.jktenders.gov.in](http://www.jktenders.gov.in) and conveyed to the bidders automatically through an e-mail message on their e-mail address. The Financial Bids of responsive Bidders shall be opened on same Web site in the office **of Secretary CA&PD Department, Civil Secretariat Srinagar**).
4. **Instruction of bidders regarding e-tendering process :-**
  - i. Bidders are advised to download bid submission manual from the “downloads” option as well as from “bidder Manual Kit” on website [www.jktenders.gov.in](http://www.jktenders.gov.in) acquaint bid submission process.
  - ii. To participate in bidding process. Bidder has to get ` digital signature Certificate (DSC). As per information technology Act-2000 .Bidders can get digital certificate from any approved vendor.
  - iii. The bidder has to submit their bids online in electronic format with digital signature .No bid will be accepted in physical form.
  - iv. Bids will be opened online as per the time schedule mentioned in Para-1.
  - v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid. Besides, original/photocopies of documents related to the technical bid be submitted physically/by registered post/through courier before date specified in Para -1.

**Note:-Scan all the documents on 100 dpi with black and white option.**

5. The department will not be responsible for delay in online submission due to any reason.
6. Scanned copy of cost of tender documents in shape of Demand Draft in favour of **Director Finance, CA&PD Department Civil Secretariat, Srinagar** and Earnest money/bid security in shape of CDR/FDR, if applicable pledged to must be uploaded with the technical documents of the bid .The original Demand Draft(Cost of tender documents),CDR/FDR(earnest money/bid security) and relevant technical bid

documents to be submitted to the tender opening authority by registered post /courier/by hand before due date of submission of tender/as per time schedule specified.

7. Bidders are advised not to make any change in BOQ (bill of quantities) contents .in any 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.
8. **Price escalation and 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 work, unless otherwise specified. Deduction on account of taxes shall be made from the bills of the contractor on gross amount of the bill as per the rates prevailing at the time of recovery.
9. Bidders are advised to use "**My Documents**" area in their user on R&B e-tendering portal to store such documents as are required.

Technical Bids shall be opened in the office of Secretary CA&PD Department, Civil Secretariat Srinagar on 24-05-2016 at 11:00 AM and Financial Bid shall be opened at 2:00 PM on same date and venue or any other date convenient to the SLPC in presence of tenderers or their authorized representative, who may like to participate in the tender opening. If the date mentioned above are declared as holiday the tenders will be opened on the next working day.

Sd/  
Director  
CA&PD Deptt. Kashmir  
(Member Secretary)  
(SLPC)

No:- DCAPDK/Plg/NIT/Sugar/2016-2017/2042-50

Dated:-09-05-2016

Copy to the:-

1. Commissioner/Secretary to Government, GAD for information.
2. Secretary to Government CA&PD Department, Civil Secretariat, Jammu for information.
3. Director General information Department, J&K Jammu with the request to kindly give wide publicity of abbreviated NIT in National/Local print/ Electronic media.
4. Director CAPD Jammu for information.
5. Chief Accounts Officer, CA&PD Department, Kashmir for information.
6. Network Manager, GAD with the request to upload the NIT.
7. Incharge Website CAPD Civil Secretariat for necessary action.
8. Incharge Website Directorate of CAPD for necessary action.



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Subject:- Detailed Tender Notice for supply of Sugar S-30/31 ISS for distribution under PDS for the year 2016-17.

### REQUIREMENT

e-tenders in **DOUBLE COVER SYSTEM** (Technical & Financial) are invited for and on behalf of the Governor of Jammu and Kashmir through Secretary to Government, CA&PD (Chairman SLPC) from Registered General suppliers/ reputed Manufacturers /Private or Co-operative Sugar Mills/Government undertakings within and outside the State for supply of Sugar S-30/31 ISS Grade of not earlier than 2015 season's crop production for a quantity of approximately 42,200 Metric Tonnes (MTs) or less, for period of six months from the date of award of the contract to be delivered at the Central godowns at Shaheed Gunj, Srinagar and Central Store Chatha, Jammu in the State of Jammu and Kashmir as per the details shown in the Annexure attached to this NIT and terms and conditions detailed hereunder. The tenders shall be addressed to the Chairman State Level Purchase Committee and shall be deposited in the Directorate of Consumer Affairs & Public Distribution Department Shaheed Gunj, Srinagar as per critical dates mentioned, through registered/speed post/courier service or shall be delivered personally. The tenders received after the stipulated date and time shall not be accepted and the department shall not be held responsible for any postal delay for receipt of tender.

The detailed NIT can also be downloaded from website [www.jkcapd.nic.in](http://www.jkcapd.nic.in) , [www.jktenders.gov.in](http://www.jktenders.gov.in) (Note complete e-tendering will be done on [www.jktenders.gov.in](http://www.jktenders.gov.in) only)

### 3. MANNER OF BIDDING

The Tenderers are required to submit bids separately in two separate sealed covers duly super scribed with cover-I (Technical Bid) and cover-II (Financial Bid). Both the covers shall be then contained in one envelop duly sealed and super scribed with tender for supply of Sugar S-30/31 ISS.

**Cover-I (Technical Bid)** should contain the following details:

- Details as per Annexure "A" to this NIT.
- Earnest money in the shape of CDR/Demand Draft pledged to Director Finance, CAPD Department.

- c) Self attested copy of TIN Certificate/PAN Card.
- d) Self attested copy of registration of firm/supplier from Central /State Government.
- e) In case of partnership of firm or limited company, copy of partnership deed or copy of certificate of corporation along with articles of association and memorandum.
- f) Copies of ownership documents in respect of firms/factories and plant and machineries installed therein.
- g) Demand Draft for cost of tender document, if downloaded.
- h) VAT clearance certificate from Centre/State.
- i) Attestation of signature of the authorized signatory on behalf of firm from the bank, where the firm is having its account.
- j) Address proof of the authorized signatory (copy of passport, telephone, electricity bill/voter ID etc.).
- k) Bank conduct certificate of the firm.
- l) If the bidder is registered with micro macro, small and medium scale industries then a certificate copy of registration certificate.
- m) Registration certificate from Central Excise Department.
- n) Turnover during the last three years (PDS commodities). The average turnover should not be less than **75 crores**.
- o) Laboratory test certificate from recognized laboratory of State/GoI.
- p) Copy of Income Tax returns for last 3 years.
- q) Copy of license issued under Food safety and Standards Act 2006 by Food safety and Standard Authority of India.
- r) Copy of requisite certificate from Bureau of India Standards and Bureau of Sugar Standards (BSS) Kanpur.
- s) Copy of trade license issued by competent authority.
- t) Three samples of 1 kg each in sealed pet bottles along with certificate issued by accredited laboratory authorized by the Central/State Government are submitted as per the critical dates mentioned, which shall be analyzed through reputed analytical laboratory for conformity of the fixed specifications prescribed before acceptance of offer. The result of sample testing shall be declared after the date of opening of technical & Financial bid and only those technical & Financial bids shall be considered whose sample qualify the test.
- u) Affidavit attested by notary to the effect that the tenderer has no past or present criminal record with the police /vigilance department within and outside the State of his domicile.
- v) Affidavit duly attested by Notary to the effect that the tenderer or any of the partners or representatives were never black listed by any Government Department/Corporation.
- w) The tenderer should have minimum two years Experience for PDS commodities to export house/import to any Government Department/ Corporation/Semi Government enterprises etc.

### **Cover-II (Financial Bid)**

Financial Bid In the format of BOQ, uploaded on the site for supply of sugar S-30/31 ISS. The Financial Bid of those tenderers only shall be opened who are found eligible for the same after the scrutiny of the documents contained in Cover-I (note. No financial bid will be accepted in Off-Line).

#### 4. OPENING OF TENDERS

The technical bid shall be opened in the office of the Secretary to Government, CA&PD Department, Civil Secretariat, Srinagar on 24-05-2016 at 11:00 AM or any other subsequent date convenient to the tender opening authorities in the presence of tenderer(s)/their authorized representatives who wish to be present at that time. The date for opening of financial bid of eligible tenderer shall be notified separately. All the tendering process will be electronically done on departmental Website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of dates given below:-

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#### 5. REJECTION OF TENDERS

1. Tenders should be typed and rate/amount shown both in words and figures. Tenders partly hand written shall be rejected and the correction/overwriting in the rates must be avoided.
2. Tenders should be strictly in conformity with the prescribed terms and conditions and should not contain any conditions other than those prescribed. Tenders which deviate from defined terms and conditions are liable to be rejected.
3. Any tender which deviates from clause 3 of NIT shall also be rejected.

#### 6. RIGHT RESERVED BY THE GOVERNMENT

- a. The State Government reserves the right either to accept or reject any tender without assigning any reason thereto including the lowest tender(s) and shall not

be bound to consider the advertised item for placement of orders. The placement of the orders/procurement of sugar under the NIT shall also be subject to the availability of funds.

- b. The State Government also reserves the right to extend the period for supply of sugar on the same terms & conditions till finalization of tenders or can terminate the contract at any point of time by giving 15 days prior notice to the supplier.

#### 7. SIGNING OF TENDERERS

- (i) The tender documents are non-transferable.
- (ii) The tender document should be properly page marked, signed and stamped by the authorized signatory of the tenderer(s). Complete initial of the authorized signatory must be indicated in the tender.

#### 8. VALIDITY OF TENDER

The tender shall be valid for a period of **Six (6) months & can be extended for a further period of Six Months or more after the review by the Department.**

#### 9. EARNEST MONEY DEPOSIT

1. The tender should be accompanied by an Account Payee Demand Draft of **Rs.2.50 crore** drawn on any Nationalized Bank/Schedule Bank in favour of Director Finance, CA&PD, and Department Civil Secretariat Srinagar payable at Jammu and Kashmir Bank Moving Secretariat Branch Srinagar towards EMD. Tender, without EMD shall be rejected. In case of unsuccessful tenderer, the EMD will be released after the successful tenderer executes the agreement. Tenders enclosing cheques, cash certificates shall not be accepted. The EMD will not carry any kind of interest.
2. The EMD of the successful tender shall be adjusted towards security deposit(s) and the balance amount of security shall be deposited in the form of Demand Draft in favour of Director Finance CA&PD Department Civil Secretariat Srinagar payable at Jammu and Kashmir Bank Moving Secretariat Branch Srinagar.
3. The EMD is liable to be forfeited in case tenderer(s) withdraws his offer after filing the tender or after the acceptance of the offer by the SLPC or fails to enter into agreement or fails to remit the security deposit within the specified time apart from being black listed.
4. In case of un-successful tenderer(s) the CDR/FDR shall be released after finalization of the contract with the successful tenderer.
5. The Bank guarantee in lieu of CDR/Demand Draft shall not be accepted.

#### 10. SECURITY DEPOSIT

- A. The Successful tenderer should submit security deposit equivalent to 5% of the total value of the quantity ordered for supply within Ten (10) days from the date of acceptance of tender in the form of Demand draft drawn on any nationalized/scheduled bank pledged in favour of Director Finance, CA&PD Department Civil Secretariat Srinagar.
- B. The security deposit has to be furnished by the successful tenderer within a period of 10 days from the date of communication of acceptance of his tender is served upon him.

- C. In case the successful tenderer fails to deposit the amount of security within the prescribed time schedule, an amount of Rs.50,000/- shall be charged per day and the period shall not be extended beyond 5 days.
- D. The Security deposit shall be refunded to the supplier upon successful completion of agreement and on production of No Demand Certificate from Director CAPD Kashmir/Jammu.

**11. QUANTITY OFFER**

The total quantity of stock required is 42200 MTs (approx.) or less which include 23155 MTs for Kashmir Division and 19045 MTs for Jammu Division. The Department reserves the right to increase or decrease the quantity during the contract period without assigning any reason and this shall be binding on the bidders and shall not be called into question by any bidder.

**12. RATE OFFERED**

- a) The rate should be per MT inclusive of cost of packing in 50Kg per bag including custom duty, excise duty, toll duty, cess, education cess, additional cess, VAT and any other additional tax imposed by the Central/State Government during the contract period and Transportation to the Central godowns at Shaheed Gunj Srinagar and Central Store Chatha Jammu.
- b) The loading charges will be borne by the supplier.
- c) The rates quoted shall be in Indian Rupees and would be in force for the entire contract period. Department is not responsible for any fluctuation of price either in International Market or Domestic Market and no request or representation for revision of rate shall be entertained during the contract period. However, if the market fluctuations persist for 1 to 3 months, the Department shall be at liberty to terminate the contract without assigning any reason to the tenderer/supplier and may invite fresh tender as the Department may deem proper.
- d) The rates offered by the qualified technical tenderer(s) will be taken into consideration to arrive at lowest rate offered by the tenderer(s) viz L1, L2 and so on.

**13. NEGOTIATION**

- A. The SLPC reserves the right to conduct negotiation with any tenderer/tenderer(s) if necessary before finalizing the tender. No tender shall have right to insist on negotiation by the SLPC any time.
- B. The SLPC shall inform the tenderer(s) about the date and time of the negotiation through email and also by fax as per the decision.
- C. During the negotiation the tenderer should attend either personally or through their authorized representative. The authorized person should produce authorization letter duly attesting the signature of the authorized representative by the tenderer to participate in the said process of tender.
- D. The SLPC reserve the right to award the tender in full or in part to one or several parties. The decision of the SLPC is final and binding on the tenderer(s).
- E. The SLPC reserves the right to reject any or all the tenders without assigning any reasons what so ever the decision of SLPC in this regard is final and binding on the



tenderer and cannot be called into question.

- F. Depending on the lowest rates received negotiations will be conducted with all the tenderer(s) if required.

**14. OTHER TERMS AND CONDITIONS OF THE CONTRACT**

The following documents are required to be furnished with the tender:

- I. True copy of PAN number of each partner in case of partnership firms and limited concerns.
- II. Sales Tax Registration and clearance certificate from the concerned Central and/or State Sales Tax Authorities.
- III. Copies of the last three years Annual Report indicating the Profit and Loss Account and balance Sheet.
- IV. A copy of the certificate of incorporation along with Articles of Association and Memorandum (in case of a Limited Company).
- V. Copies of ownership documents in respect of Firms factory and Plant and Machinery installed therein (in respect of Manufacturers) together with copies of legal agreements in case of utilization of factory of others.
- VI. A general Power of Attorney together with a copy of the Resolution of Board of Directors (in case of Companies) when the tender is signed by a person other than the Proprietor, Partner, Managing Director/ Director as the case may be.
- VII. The manufacturing Units are to furnish full information of the technical know-how, manufacturing facilities, Quality Assurance facilities, technical and skilled manpower available, the items with standard specifications which are being manufactured.
- VIII. Before the last date for the receipt of tender, the Government may amend any of the tender conditions, as may be desired and the same shall be made available on website [www.jktenders.gov.in](http://www.jktenders.gov.in) , [www.jkcapd.nic.in](http://www.jkcapd.nic.in) .
- IX. Successful tenderers should be capable of delivering ordered quantity of Sugar within 7 days from the date of acceptance of offer and delivery should start within 3 days of confirmation.
- X. Tenderers should sign all pages of the Tender Form.
- XI. Tenderer is not entitled to withdraw his offer once the tender is filed.
- XII. All pages of the tender documents should be numbered and duly signed.

**15. AGREEMENT**

The Successful tenderer shall have to execute the formal agreement immediately after furnishing the security deposit as prescribed within Ten days as per the terms and conditions on Rs.100/- non judicial stamp paper. In the event of failure to execute the agreement, the Security Deposit or EMD as the case may be, shall be forfeited apart from cancellation of supply contract besides blacklisting of the tenderer and the department is vested with the powers to collect liquidated damages if any from the tenderer for his failure to comply with the terms and conditions of the tender.

**16. SPECIFICATIONS**

- a) Only good quality of Sugar S-31 ISS Grade strictly conforming to specifications as indicated below will be accepted:

S.	Specification	ISS GRADE SUGAR S-30/31
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No.		
1	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8 prescribed in Sugar Analysis ICUMSA methods book
2	Polarisation	99.80% Min
3	Moisture	0.08% Max
4	Ash content	0.04% Max
5	Solubility	100% dry and free flowing
6	Granulation	Fine/crystal
7	Colour	Sparkling Crystal white
8	Iron filings	Nil
9	Sediments	None
10	Smell	Free of any smell
11	<u>Radiation</u>	Normal without presence of CESIUM or IODINE certified Phytosanitary of no radiation no virus no insect parts, husk, no poisonous matter and non genetic and is suitable for Human consumption.
12	Crop	2015

- b) The stock should be free from artificial colour, conforming to fresh season crop not earlier than 2015 Production, free flowing and sparkling white.
- c) The stocks not conforming to specifications shall be summarily rejected and it is the responsibility of the supplier to take back the rejected stocks within 24 hours at his own risk and cost.
- d) The three samples of 1 kg each in sealed pet bottles along with certificate issued by accredited laboratory authorized by the Central/State Government are submitted as **per the critical dates mentioned** above which shall be analyzed through reputed analytical laboratory for conformity of the fixed specifications prescribed before acceptance of offer. The result of sample testing shall be declared on the subsequent date after opening of technical bid.

## **17. PACKING OF SUGAR**

- a) Stocks should be delivered in new polypropylene bag of 50 Kg capacity with machine stitched. The bags should be marked as "PDS Supplies J&K" on both the sides along with all details as per the Legal Metrology Act 2009, Packaging Act and Food Safety & Standard Act 2006 (FSSA).
- b) In case of tenderer other than manufacturer name and address of tenderer whose has supplied/marketed sugar to the Department should also be printed on the bag. In such case also tenderer has to follow Packaging Order Act or any other Act applicable.
- c) If the packaging of sugar stock asked for specification is not as per requirement and any other defect found in necessary printed work etc. as per the Packaged Commodity Act and other rule applicable, the Department shall initiate legal proceedings against the supplier or may terminate the contract as may be deemed proper by the Department.
- d) Each bag should be machine stitched and should not be damaged or having any perforations of any kind or marks of re-stitching etc. There should not be any other marking other than suppliers logo and other details mentioned in the tender

document.

- e) The net weight of stock packed should be 50 Kgs of standardized bag. The tare weight for the stocks supplied in new polypropylene bag of 50 Kgs. Capacity should be of 100 grams per gunny bag.
- f) The supplier should hand over 1Kg of Sugar sample at delivery point in sealed pet bottles conforming to the specifications prescribed herein with every consignment along with laboratory certificate.

**18. DURATION AND PLACE OF DELIVERY**

- a) The ordered quantity of sugar as per specifications prescribed should be delivered within 7 days at the Central godown Shaheed Gunj Srinagar and Central godown Chatha Jammu from the date of issue of supply order by the Department.
- b) The Department may place order for two or three months at a time for supply of sugar to meet certain exigencies and advance dumping for cut off areas during winter months.

**19. FURNISHING OF INFORMATION**

- a) The approved supplier shall furnish a daily report to Director, CAPD Jammu/Kashmir truck wise and quantity delivered through e-mail or Fax.
- b) The approved supplier should not only maintain complete account of supplies made but also furnish the details as and when requested by the Director, CAPD Jammu/Kashmir.

**20. ACCEPTANCE OF STOCKS**

- a) At the time of delivery of stocks by the approved suppliers, the same will be subjected to usual quality check by the quality control team at the destination point. Samples will be drawn as per the usual procedure of the Department in the presence of approved supplier or his authorized representative. One sealed sample so drawn will also be given to the suppliers. In the event of supply of stocks not conforming to specifications as already indicated such stocks are liable for rejection. The supplier has to take back the stocks at his own risk and cost.
- b) The department will not take any responsibility of stocks once same is rejected.
- c) The department shall be at liberty to subject the supplies/samples to quality analysis and the Department at its discretion shall send samples of any consignment to the accredited or any other laboratory for analysis. In such cases, the result of accredited/lab is final. The analysis will normally take two to three weeks from the date of supply and hence payment will be made only after two to three weeks from the date of supply.

**21. FORCE MAJEURE**

Any failure or omission to carry out the provisions of this Contract shall not give rise to any claim by the purchaser or supplier one against the other, if such failure or omission arise from an Act of God, which shall include all acts of natural calamities such as fire,

floods, earthquakes, hurricanes or any pestilences or from civil strikes compliances with any status or regulations of the Government, lock outs and strikes, riots, embargoes or from any other reason beyond the control of parties including war (whether declared or not) civil war or the state of insurrection.

## 22. PENALTIES

In the event of the successful tenderer(s) failing, declining or neglecting the supply of the goods as per the order or in the event of any damage occurring or being caused by the successful tenderer(s) or in the event of any default by the successful tenderer(s) in complying with any of the terms and conditions of the contract or a default or failure in completion with any of the terms and conditions of the contract the Department shall without prejudice to any other remedy available to it under law for time being in the J&K State order:

- a) To terminate the contract after thirty days notice and/or;
- b) To recover the amount of the loss caused by the damage, failure or default (including the consequential damage) or a default or failure as may be determined by the Department;
- c) To forfeit CDR/Demand Draft;
- d) To impose penalty equivalent to 5% of the total unsupplied value of the order provided that penalty shall however be subject to the force majeure and arbitration clauses of this NIT and other provisions of penalty shall be as per guarantee/warranty of this NIT.
- e) That in the event of the failure by the successful tenderer (L1) the department is at liberty and also reserves the right to purchase the ordered quantity from the next lowest tenderers (L2) to ensure uninterrupted supplies. In such circumstances the differential cost, if any will be recovered from the successful tenderer (L1) if the rate is cheaper the benefit will not accrue to the supplier.
- f) That notwithstanding anything in the terms and conditions of the tender the J&K Government is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply.

## 23. ARBITRATION

- a) If any time any question dispute or difference, whatsoever shall arise between the successful tenderer(s) and the Department in relation with this contract, either of the parties may give in writing to other party the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the Department and other by the successful tenderer(s) or in case such arbitrators not agreeing, then to an umpire to be appointed by the arbitrators in writing before proceeding with the reference and the decision of the arbitrators or in the event of their not agreeing, the decision of the umpire appointed by them shall be final and binding on the parties. The provisions of the Jammu and Kashmir Arbitration and Conciliation Act 1997 and the rules there under or any other statutory modification thereof shall be deemed to apply to such arbitration. Such a notice of existence of any question or dispute or difference in connection to this contract shall be served by either party within sixty days of the beginning of such dispute failing which rights and claims under this contract shall be deemed to have been forfeited and absolutely debarred.

- b) Upon every or any reference, the costs incidental to the reference and award respectively shall be at direction of the arbitrators or in the event of their not agreeing, the umpire appointed by them may determine the amount thereof and direct the same to be fixed as between solicitor and the client or as between the parties and shall direct by whom, to whom and in what manner shall be borne and paid.
- c) The disputes, if any, shall be entertained, by the Jammu and Kashmir Courts having the jurisdiction to entertain the same.
- d) The supply to be made under this contract shall, if reasonably possible continue during the arbitration proceedings.

24. BLACKLISTING AND RECOVERY OF LOSSES

- a) In the event of failure by the tenderer at any stage of tender process the EMD or Security Deposit or Bills of supply will be forfeited apart from cancellation of award of contract and blacklisting.
- b) Black listed firms/Sugar Manufacturers /Importers /Sugar Traders/ Wholesalers are not eligible to file the tender. If the blacklist firms/manufacturer supplier/ file a tender in a benami name and which comes to the notice of the Government, the same shall be rejected apart from forfeiture of EMD furnished.

25. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of Sugar supplied on submission of the bills in duplicate, along with acknowledgements obtained from incharge, at the delivery point along with quality certification and advanced stamp receipt, within fortnight by the concerned Director CAPD.
- b) Payment of interest on late payment of bills etc will not be acceptable to the department.
- c) In case of shortage of funds the successful tenderer(s) shall have to agree for the deferred payments on mutual understanding terms and conditions.

26. SUBLETING

The supply contract awarded should be executed by the successful tenderer only and subletting any of the functions under the contract is not permitted.

27. INDEMNITY

The tenderer shall indemnify the department against all claims which may arise in supply of inferior and low quality of sugar not conforming to specification prescribed.

Sd/-  
Member Secretary  
(SLPC)



**Government of Jammu and Kashmir Consumer Affairs & Public Distribution**

**Department Civil Secretariat,**

**Srinagar/Jammu**

Tel : 0191-2566188(J), 0194-2506084(S)

Fax : 0191-2549682(J), 0194-2506103(S)

		<u>ANNEXURE "A" / Tender Form</u>	
e-NIT No:			
Dated:.....-2016		Affix Passport Size photograph (attested by the Gazetted officer)	
1.	Name of the Bidder/Firm		
2.	Permanent address		
3.	Address of the head office of tenderer/Firm		
3.1	H.No		
3.2	Street No		
3.3	Village		
3.4	District		
3.5	State		
3.6	Pin code		
3.7	Phone Number		
3.8	E-mail ID		
4.	Address of the branch		
5.	Whether Proprietary Firm or Partnership Firm or Limited Company		
6.	Name & Address of the Proprietor/ Partner/Managing Director		
7.	Previous experience in supply of/ Essential Commodities/Sugar		
8.	Turnover (Supply of Sugar)		
	During the last three years		
	2012-2013		
	2013-2014		
	2014-2015		
9.	Financial Instruments Details		
9.1	Earnest Money Deposit Details	CDR/FDR No: ..... Amount In Rs: ..... Dated:        ...../...../..... Name Of Bank: .....	

9.2	Tender Documents Fee	DD No..... Amount In Rs ..... Dated:...../...../..... Name Of Bank:.....
10.	Current Trade License Issued by the competent authority	
11.	Import License issued By the competent authority	
12.	Import License issued/ By the competent authority	
123.	Details of Country and Source Of ISS Grade Sugar	
14.	Quality Certification Agency	
15.	PAN No under given by IT Dept	
16.	. TIN No. under VAT Act / ____/ CST Act duly renewed upto date	
17.	Registration Certificate with Central Excise Department	

Seal & Signature of Bidder



## Government of Jammu and Kashmir

Consumer Affairs & Public Distribution Department Civil Secretariat,  
Srinagar/Jammu

Tel : 0191-2566188(J), 0194-2506084(S)

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[www.jkcapd.nic.in](http://www.jkcapd.nic.in)

NIT No:- .....

Dated:..... 2016

### PART-II: PRICE BID

Price bid should be quoted per MT. inclusive of cost of packing in 50 Kgs bag, Customs Duty, Excise Duty, toll tax Cess, Education Cess, Additional Cess, VAT if any, and cost of transportation to the FOR, Central Godown Shaheed Gunj, Srinagar and Central Godown Chatha, Jammu.

The bidder shall quote one rate per MT. for delivery of ISS Grade S-31 Sugar to Jammu and Kashmir CA&PD Department.

CA&PD Department does not guarantee any volume of quantity. However, supply orders will be issued in the lots or consignments and the same is final and shall not be called into question.

RATE INCLUSIVE OF ALL FOR DELIVERY AT DESTINATION IN THE STATE OF  
JAMMU AND KASHMIR, INDIA

Name of the Manufacturer/Regd Supplier /Corporation	Quantity offer for supply in MTs.	Rate per MT (Net)	
		In figures Rs.	In words Rs.

Note: The rate should be quoted only in Indian Rupee.

In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.

Rate should be inclusive of Jute gunny bags, incidentals and all taxes (Basic Excise Duty, Cess, Education Cess, Additional Cess, VAT if any, and cost of transportation and it should not be in fraction of paisa

**Seal & Signature of Bidder**





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NIT No:-.....

Dated:-..... 2016

### **UNDERTAKING**

I/we have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of S-31 ISS GRADE Sugar at the rate quoted by me/us at the destinations and as per the specifications prescribed by the SLPC.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc., and the instructions issued by the Government of Jammu and Kashmir from time to time.

I am/We are enclosing the following documents as per the Terms and Conditions of the Tender:

- 1) Demand Draft bearing No.\_\_\_\_ Dt. \_\_\_\_\_ for Rs.\_\_\_\_/- (Rupees \_\_\_) drawn on \_\_\_ bank towards E.M.D.
- 2) Three samples 1Kg. each in sealed pet bottles.
- 3) Affidavit attested by a Notary to the effect that the Tenderer has no past or present criminal record with the Police/ Vigilance of CS Dept./Vigilance and Enforcement Dept., Govt. of \_\_\_\_\_/ Govt. Of India.
- 4) Affidavit duly attested by Notary to the effect that the Tenderer or any of the partners or representatives were never black-listed by the Civil Supplies Corporations/any Govt. Organization at any time or involved in diversion of stocks or involved in case under EC Act or convicted by Court of Law in a criminal case.
- 5) Copy of the Partnership Deed along with permanent and present addresses of the partners in case of a Firm.
- 6) Copy of the Registration Certificate, if it is Firm/Limited Company.
- 7) Copy of the Registration Certificate under VAT Act/sales Tax Act of

State/CST Act renewed up to date.

- 8) Copy of Registration Certificate with Excise Department.
- 9) Copy of the Trade License issued by the competent authority.
- 10) Copy of the Import License issued by the competent authority, if applicable.
- 11) Copy of license issued under Food safety and Standards Act 2006 by Food safety and Standard Authority of India
- 12) Copies of the Income tax returns for the last three years.
- 13) I/We shall furnish the prescribed Security Deposit amount of 5% on the total value of the cost of the quantity tendered for supply, within Ten (10) Days of the acceptance of my/our tender and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my/our EMD stands forfeited if I/We fail to furnish the prescribed Security Deposit and also enter into agreement within stipulated Time of acceptance of my/our tender and I/We will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us my/our Security Deposit or any amount available with the CA&PD Department is liable to be forfeited; award of supply contract stands cancelled besides blacklisting me/us.

I/We hereby affirm that the CA&PD Department J&K is at liberty to take action against me/us as per the terms and conditions of Tender Document, if the above said statement proves to be wrong at any point of time.

Seal & Signature of Bidder

Name:

