No. DSHK-ACCT/95/2022-02-DIRECTORATE SHEEP HUSBANDRY DEPARTMENT KASHMIR (OUTSIDE SECTT) /20772/2022.

Government of Jammu & Kashmir,

Office of the Chairman State Level Purchase Committee, Sheep Husbandry Department, J&K, Srinagar (Directorate of Sheep Husbandry,Lalmandi, Srinagar)

e-Nit No:-DSHK/ACCTTS/22-23/2927-39

Dated:-13.06.2022

Subject: E-Procurement Notice for the supply of Cattle Feed(pelleted) Type II

For and on behalf of Lt. Governor of Jammu & Kashmir, Union Territory of India, e-Tenders in two bid system (Technical-1 and Financial bid-2) through Chairman State Level Purchase committee, Sheep Husbandry Department, J&K, Kashmir (Directorate of Sheep Husbandry Department, Kashmir) are invited from suppliers of **Cattle Feed** for fixing the rate contract for supply of Cattle Feed(pelleted) Type II.

 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 <u>www.jktenders.gov.in</u> as per schedule of dates given below.

1	Date of Issue of Tender Notice	13.06.2022
2	Period of downloading of bidding documents 14.06.2022 to 04.07.2022	
3	Bid submission start date 14.06.2022	
4	Bid submission end date 04.07.2022(4.00 pm)	
5	Date and time of opening of bids (online)	05.07.200(2.00 pm)

2. 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 <u>www.jktenders.gov.in</u> to acquaint themselves with bid submission process.
- 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.
- **3.** 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 Date: 13.06.2022

No:DSHK/ACCTTS/22-23/2927-39

Copy to:

- 1. Financial Commisioner(Addl.Chief Secretary)Agriculture Production 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. Joint Director Information Department Kashmir with request to give wide publicity to the NIT in at least two Local/national print & electronic media.

Sd/

Chairman State Level Purchase Committee Sheep Husbandry Department Jammu & Kashmir

1. General Instructions/Terms and conditions.

- 1.1: The Interested bidders may download the tender documents from the website <u>www.jktenders.gov.in</u> from 14.06.2022 to 04.07.2022.
- 1.2: Online bids in two parts i.e. technical bid (Part 1) and Financial bid (Part 2) shall be submitted on the website <u>www.jktenders.gov.in</u> from 14.06.2022 to 04.07.2022.
- 1.3: Clarifications if any will be entertained from 14.06.2022 to 25.06.2022.
- 1.4: The technical bids uploaded on the website will be opened on 05.07.2022 at 2.00pm in the office chamber of Chairman, State Level Purchase Committee, Sheep Husbandry Department J&K, Kashmir (Director Sheep Husbandry Department, Agriculture Complex, LalMandi Srinagar Kashmir .
- 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-tendering portal<u>www.jktenders.gov.in</u>and on official website of the Directorate of Sheep Husbandry Kashmir.
- 1.6: Tenders received after due date and time shall not be accepted.
- 1.7: Disclosure of rate/discounts special offers in the technical bid may be understood as mal practice and as such the bid shall be rejected.
- 1.8: All the original documents should be produced at the time of scrutiny, if asked for by the technical evaluation committee.
- 1.9: 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.
- 1.10: No conditional tender will be accepted entertained.
- 1.11: The bidder has to submit a tender fee of Rs 2500/= in form of a demand draft(Hard copy) in favor of Member secretary Accounts Officer Sheep Husbandry Department Kashmir.

Valid scanned Exemptions certificate for seeking exemption of tender fee issued under price preference rules for MSME's/SSI units should be Uploaded.

- 1.12: The tenders without tender fee shall be out rightly rejected.
- 1.13 No technical/financial bid shall be accepted in hard copy.

2. Eligibility

- 2.1: The minimum average annual turnover of bidder for the financial year 2018-19,2019-20,2020-21 should be 60 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 financial year 2018-19,2019-20,2020-21. The turnover should be in terms of cattle feed exclusively.
- 2.2:- 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: No turnover criteria will be applicable for MSE's/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.

3. EMD/Performance Security:-

- 3.3:- No earnest money is to be deposited/submitted with the bid however bid security declaration duly self attested as per finance department Jand K Civil secretariat Jammu Srinagar Circular No. A/Misc/2018-III-895/J Dated: 02-12-2020 (Annexure 1) should be kept in the bid documents.
- 3.4:- The successful bidder shall have to deposit refundable performance security equal to 3% of the value of the supply in favor of AO Kmr/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 completion / partial completion/if a portion or whole of it is rotten/spoiled & not fit for consumption, it shall not be accepted & shall have to be replaced within 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 performances security will also be forfeited in the event of breach of contract or unsatisfactory supply. Security money deposited will be refunded after satisfactory completion of the supply order.

4.Technical Bid.

Technical Specifications Of Cattle Feed:-

S.no	ltem	Specifications
1.	Cattle Feed (pelleted)	Compounded Cattle Feed (Pelleted)Type-II ISI Mark ISI 2052-1979.
	Urea Free	
		Moisture;- 11%(Max).
		Crude Protein-20%(Min).
		Crude Fibre-12%(Max).
		Acid Insoluble Ash-3%(Max).
		Crude Fat-3%(Min).
		The percentage of minerals and vitamins in cattle feed.
		Calcium-0.8%(Min)
		Phosphorus-0.25%(Min)
		Common salt-1%(Max)
		Vitamin A-7000 IU/ kg
		Packed in new superior Plastic bags.

Technical Specification

- (a) Free from any mould growth.
- (b) It should not be evil smelling and musty.
- (c) Should be highly palatable to sheep/goat.
- (d) Free flowing and non sticky texture.
- 4.1:- Copy of ISI/BIS/FSSAI and Manufacturing license (with complete manufacturing address) certificate should be uploaded with the technical bid. Exemptions if any be also uploaded.
- 4.2:- PAN Card issued by the competent authority should be scanned and uploaded along with income tax return for assessment year 2020-21.
- 4.3:- Each bidder will have to upload original GST registration & latest return file copy.
- 4.4:- SSI units have to upload permanent registration certificate issued by concerned DIC.
- 4.5:- The bidder must display on the label of the pack, the quantities of each ingredient, as well as comply with good labelling practices.
- 4.6:- There should be no vigilance or CBI case pending against the supplier for which the supplier shall upload a self attested declaration.

SAMPLE:-

4.6 Each bidder shall have to submit the samples for the product that they are quoting for by 04..07.2022 (2.00PM).

(A) On each sample:- The samples should bear the following information

- a) Formula and composition of cattle fee Type II(urea free).
- b) Batch Number/Lot Number
- c) Date of Manufacture
- d) Date of Expiry
- e) Manufacturing License Number and FSSAI/BIS/ISI number.
- f) Name of the Manufacturer with complete address.

4.7:- Non-deposition of sample will lead to rejection of tender. No loose samples shall be accepted.

4.Financial Bid.

4.5:-Financial Bid shall only be made online on the website <u>www.jktenders.gov.in</u>.

The financial bid shall only be valid if the tenderer qualifies the conditions of technical bid.

5. RATE:-

- 5.1:- The rates offered in the tender shall under no circumstances exceed the lowest price at which the supplier has supplied items of identical description to any other Govt. / organization or person anywhere in the open market in the UT. 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.
- 5.2:- Rates shall be inclusive of all charges like unloading, weighing, storing, carriage(F.O.R) for all decentralized units of department of Sheep Husbandry, Kashmir/Jammu as mentioned below.
 - (a) SBF Daksum, Anantnag.
 - (b) SBF Hardshiva, Baramulla.
 - (c) SBF Poshnar, Kupwara.
 - (d) SBF Goabal, kangan.
 - (e) SBF Kewa, Qazigund.
 - (f) SBF Zawoora, Shopian.
 - (g) SBF Kralpathri, Budgam.
 - (h) SBF Khimber, Srinagar.
 - (i) Govt. Goat Farm, Arindardpora, Bandipura.
 - (j) Disease Investigation laboratory, kartholi, Jammu.

The tentative quantity of compound cattle feed(pelleted) required by the department is about 7500 quintals, which is subject to increase or decrease as per requirement of the department.

- 5.3:- GST should be mentioned separately in the whole amount in the dedicated column in the bill of quantity.
- 5.4:- L1 will be determined on the base price only without GST.
- 5.5:- The rate is/are to be quoted in INR or Paisa in net decimal coinage only.
- 5.6:- Enhancement of rate under no circumstance will be accepted whatever the reasons thereof.
- 5.7:- Abnormally low rate of any supply 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.
- 5.8:- The successful Tenderer will be entirely responsible for watch and ward of cattle feed till it is received by the concerned authority of the department.
- 5.9:- The successful Tenderer shall have to complete the supply within the stipulated period of time as set in the supply order. Failure to execute the supply would be considered the violation of the terms and conditions of NIT and liable to penalty as per tender conditions.
- 5.10:- The offered rates in the bill of quantities for various farms should be quoted for one unit (i.e.one quintal.)

6. PERIOD OF RATE CONTRACT:-

6.1:- 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.

7. AGREEMENT:-

- 7.1:- The successful bidder will have to enter into a contractual agreement with the Directorate of Sheep Husbandry Jammu/Kashmir as the case may be within 15 days after award of the contract on the non-judicial stamp paper worth Rs20/= 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.
- 7.2:- 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.
- 7.3:- The parties to the contract are the firm and the department of Sheep Husbandry J & K duly represented by the Director Jammu/ Kashmir as the case may be.

7.4:- There shall be no binding on the department to issue supply orders for all and any item of approved supply by SLPC irrespective of approved contract. The authority does not guarantee purchase of all the quantity since procurement depends upon the actual requirement evaluated by the field units/Govt farms, hence the rates should be quoted accordingly.

8. PAYMENT:-

- 8.1:- The tax invoice against all supplies will be sent in triplicate to the intending officer. The payment shall be made after satisfactory completion of the supply order. No advance payment shall be made under any circumstances.
- 8.2:- Payment shall be made after satisfactory completion of supplies however no interest shall be paid to the successful bidder in the event of delay in making payment due to whatsoever reasons. In no circumstances supply schedule should be affected or linked with the payment of outstanding bills. The payment of bills will be withheld in case of violations.
- 8.3:- All due payments shall be made after deductions of applicable TDS.
- 8.4:- 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.

9. PENAL ACTION:-

- 9.1:- If the bidder refuses to enter into written agreement for any or all supply within the time specified when requested to do so by the department or refuse to deposit the security money, such contracts offer will not be taken into consideration and bidder shall be liable to be blacklisted for next 3 years from the date of reporting.
- 9.2:- The deposited security money furnished by contractor 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 undertake the supply as per the schedule, on the recommendations of the order generating authority. Chairman SLPC will be at liberty to terminate the contract as whole or a part.
- 9.3:- The quoted rate shall not exceed the price at which bidder has executed the supply of same 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 contractor.
- 9.4:- Non-compliance of terms and Conditions laid herein shall constitute the breach of contract and Non compliance shall be enforced very rigidly.
- 9.5:- In case of partial quantity of material delivered within the stipulated time 10% of basic cost of material not supplied will be deducted from the existing bill of the supplier besides forfeiture of security money in full.

- 9.6:- The successful tenderer shall have to provide a certificate to the department at the time of the supplies that the items supplied are free from any infection or toxin. Further the firm shall be responsible for any outbreak which may occur in case it is proved to be due to the cattle feed supplied which has been contaminated/infected by the disease. The department shall be at liberty to impose any penalty besides initiating legal proceedings on account of any losses accrued to the Govt.
- 9.7:- The quality of feed should be as per approved specifications and supply if found below the standards shall be rejected and shall have to be lifted back by the supplier at his own risk and cost.

10. MISCELLANEOUS:-

- 10.1:- 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.
- 10.2:- Any condition that is not indicated in the NIT can be incorporated in the supply order/Agreement/contract, if needed.
- 10.3:- GFR 2017, Manual for procurement of goods and services and any other latest guidelines issued by the government pertaining to purchase of stores and services, shall be followed, even if, there is no specific instruction in this tender document.
- 10.4:- All the issues that may come up during the completion of contract shall be decided by SLPCJ& K and the decision of the Chairman SLPC Sheep Husbandry Department J&K and the decision shall be final and binding upon the firm.
- 10.5:- Any legal proceedings shall be subject to jurisdiction of courts within Jammu & Kashmir only.
- 10.6:- When a tendering firm submits there tender in response to this notification they will be deemed to have understood fully, contents, requirement, 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.
- 10.7:- 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 given in the 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.

- 10.8 The supplies meant for sheep husbandry department should be marked "Supply for sheep Husbandry J&K, Not for sale."
- 10.9 There should be no vigilance or CBI case pending against the supplier for which the supplier shall upload a self attested declaration.
- 10.10:- The tendering authority reserves the right to test the cattle feed under subject in any govt./govt. approved /NABL accredited laboratory having such facilities and the test report will be binding for taking positive action/cancellation of whole supply order. The tendering authority reserves the right not to disclose the identity of test house. 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 cattle feed etc and also blacklisted. The charges for testing shall be borne by the supplier.
- 10.11:- Any loss/ damage/shortage observed on receipt of supplies, reported by the concerned official, shall be the 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
- 10.12:- Force majeure clause shall not be acceptable.

Sd/-

Chairman State Level Purchase Committee Sheep Husbandry Department, J&K kashmir (Director, Sheep Husbandry Deptt,kashmir)

No:- DSHK/ACCTTS/22-23/ 2927-39

Date:- 13.06 .2022

Copy to the:

- 1. Financial Commisioner(Addl.Chief Secretary)Agriculture Production Department, Jammu and Kashmir for information.
- 2. Director Sheep Husbandry Department ,Jammu.
- 3. Director, Industries and Commerce Department Jammu
- 4. Joint Director (Extension) Sheep Husbandry Department Jammu.
- 5. Joint Director (Extension) Sheep Husbandry Department Kashmir.
- 6. Joint Director Farms, Sheep Husbandry Department, Kashmir.
- 7. District Sheep Husbandry Officer (Sr. Most)
- 8. Accounts Officer, Directorate of Sheep Husbandry Deptt:Kashmir/Jammu.
- 9. I/C Publicity Officer Sheep Husbandry Deptt: Srinagar for uploading NIT on the Dep't. website.
- 10. Joint Director Information Department Kashmir with request to give wide publicity to the NIT in at least two Local/national print & electronic media.

Sd/

Chairman State Level Purchase Committee Sheep Husbandry Department, J&K, Director, Sheep Husbandry Deptt,kashmir)

<u>ANNEXURE – 1</u>

BID DECLARATION

То

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

Sir,

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

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

Witness 1

Witness 2

Seal and Signature of the Bidder

ANNEXURE-2 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 Compounded Cattle feed(pelleted) 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 and Directorate of sheep Husbandry ,Jammu.
- 2. I hereby agree to abide by andfulfill 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. Ioffering rates for the supply and BOQ and assure execution as per the requirement to the department of Sheep Husbandry Jammu and Kashmir.
- I propose that theorderandthe 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 termsandconditions 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 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 average annual turnover of M/S______for financial year 2018-19,2019-20,2020-21 is Rs:_____ lakhs in terms of cattle feed only.

Signature of the Chartered Accountant with registration no. of the firm and official seal. Signature of the Bidder.