Government of Jammu & Kashmir DIRECTORATE OF FLORICULTURE (G&F) SRINAGAR KASHMIR Tel-0194-2474234 Fax -2482032 – email: - kashflori@rediffmail.com

Fresh e- Tender Notice No. 16 of 2025 Dated:- 02 /06/2025

For and on behalf of the Lt. Governor of J&K, online e-tender is invited (In Single cover system) from the Registered/experienced/technical persons/firms of J&K UT/Central Govt. for the following work as per details given below:-

S.N o.	Name of work/Contract	Reserve Bid (In Rs.)	Earnest Money deposit (EMD) @ 10% (In Rs.)	Cost of Tender Document s (Non – Refundabl e)	Period of contract
1	Outsourcing of Hiring out for plying of (05) No.'s of paddle boats in Mini Lake at Nehru Memorial Botanical Garden, Cheshmashahi	7,78,820/-	77,882/-	800/-	One year and renewal for further 2 years subject to terms & conditions with enhancement of 15% of cumulative approved bid for each year

The NIT consisting of complete information, eligibility, criteria, specification Bill of quantities (BOQ), set of terms and conditions of contract and other details can be seen/downloaded from J&K State e-procurement Portal www.jktenders.gov.on/ www.dirflorikmr.in as per schedule of date given below:

1	Period of downloading of bidding document	02/06/2025 from 03:00 PM to 23 /06/2025 up to 04:00 PM
2	Bid submission Start Date	02/06/2025 from 03:30 PM
3	Bid submission End date	23 /06/2025 up to 02:00 PM
4	Date and time of Opening of Tenders	&6/06/2025 at 02:00 PM

Terms & Conditions:-

 Bids must be accompanied with cost of tender document in the shape of Demand Draft favouring to Accounts Officer, Department of Floriculture Kashmir (Tender inviting authority) and earnest money/ Value of Security deposit in the shape of CDR/FDR pledged to Accounts Officer, Department of Floriculture Kashmir.

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The bidders have to upload all the following documents:

- a) Govt. Registration/Semi-Govt. Registration/SME's etc.
- b) Pan Card.
- c) GST Registration.
- d) Latest GST Return (Form GSTR-3B) for the F.Y. 2024-25.
- e) Income Tax Return for 03 years i.e. Assessment Year (2022-23, 2023-24 and 2024-25).
- f) Earnest Money Deposit Amount of Rs.77,882.00
- g) Demand Draft. (Rs. 800/-)
- h) Bidder Certificate as per (Annexure A)
- The successful tenderer shall have to deposit the approved bid amount in advance in full along with applicable Income Tax before the allotment of contract is issued.
- The successful tenderer shall have to charge (Rs: 80/- inclusive GST) per person for half an hour and only four persons shall be allowed to sit in one boat at one time.
- 4. The Successful bidder has to deposit below mentioned amount:
 - a) Bid amount in single installment.
 - b) Taxes collected at source.
 - i) Income tax @2% of the bid amount.
 - ii) GST @18% of the bid amount.
- The successful tenderer in no case shall charge rates higher than the approved rates mentioned above on one or other reason.
- 6. The contract shall be valid for (01) One year in the lst. Instance and may be renewed as per the requirement of the department for a period of one or two years more on the basis of satisfactory service of the contractor and in the interest of department after approval of competent authority subject to existing terms & conditions and enhancement of 15% on cumulative approved amount of each year.
- 7. The successful tenderer shall have to manage 05 Nos. fresh, branded, comfortable, presentable and secure paddle boats which should be kept neat and clean with provision of proper safety gear/lifesaving jackets for every person riding the boat as per SOP's. In case of any mishap the tenderer shall be solely responsible and have to execute affidavit in this regard.
- Successful contractor shall ensure strict compliance of following measures as per National Disaster Management guidelines of boat safety:-

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i) Life Saving Equipments:

Every boat should have approved lifesaving equipments sufficient for the number of persons that can be carried. IRS/MMD approved lifesaving appliance such as life jacket, life buoy etc. confirming to latest SOLAS/LSA Code requirement along with identification/marking details on the product. (Also refer Annexure-I to Chapter 3 for details)

a) Life buoy:

At least one lifebuoy should be provided for every 5 passengers, with a minimum of 2 lifebuoy on the boat.

b) Life Jackets:

Passengers should be provided life jackets before the journey begins. All the lifesaving appliances should be properly maintained and periodically serviced based on the recommendations by the manufacturing company.

- c) First Aid Box should be kept essentially in every boat in case of emergency.
- ii) The operators should display posters on board indicating items prohibited to be carried in the vessels.
- iii) Smoking shall be strictly prohibited in the boats.

iv) Communication Equipment:

In order to disseminate distress communication, the operators should carry emergency communication equipment's.

V) Anchoring and Mooring:

In order to prevent drifting of vessels in the area of operations during calm weather in general and cyclonic conditions in particular, it is essential to keep suitable anchoring equipment's on board like Anchors, Cables and Ropes etc. The anchoring arrangements may be helpful for holding the boats especially during unstable weather conditions. Mooring ropes are to be provided suitably for the vessels.

vi) Safe operation of paddle boats in the interest of public safety and to ensure compliance with standard watercrafts guidelines as per following measures: -

A. Mandatory use of personal Floating Devices (PFD)

All individuals operating or riding paddle boats must wear a personal Floating Device (PDF) equipped with a whistle at all times while on the water.

B. Safety Equipment's Onboard

Each paddle boat must carry onboard the following safety items:

- A Personal Floating Device (PDF) for every passenger
- A whistle for signaling
- A floating throw rope for use in emergencies
- EMD money @ 10% shall be adjusted towards the bid amount on the request of successful bidder.
- 10. The successful contractor has to apply for renewal along with NOC (No Objection Certificate) from the concerned Floriculture Officer (02) months before expiring of the contract and deposit the full cumulative approved bid of each year plus enhancement of 15% and applicable taxes before expiring of the annual contract.
- Successful bidder shall have to deposit security performance @ 2% of the approved bid amount before the contract is awarded and the same shall be released after completion of contract subject/NOC is received from the F.O

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- 12. In case of any complaint of charging more than the approved rates or raising any structure by the contractor within the areas, the Department will be at liberty to forfeit the earnest money and deposited amount of the contractor, besides initiating legal action against the defaulter.
- 13. The successful tenderer in no case will sublet the contract to anybody else and have to carry on the job during the entire period of contract. In case of any report of subletting, the contract shall be cancelled at the cost, risk and responsibility of the contractor.
- 14. For any damage caused by contractor to the area or any government property during the period of contract, shall have to make good such damage.
- 15. Business hours for area should be day hours only
- The Department will not be responsible for any monetary loss suffered by the contractor due to declaration of strikes/curfew/VVIP/VIP movements or any other reasons whatsoever.
- 17. Watch & ward of boats shall be the responsibility of successful bidder.
- The request for release of un-casted CDR's shall not be accepted by the department.
- Bid accepting committee reserves the right to accept or reject any tender without assigning any reason thereof.\
- 20. The successful bidder shall have to execute an agreement with the Department as per prescribed format before awarding of contract.
- The CDR's of those tenderers shall be forfeited who will offer the bid less than the reserve bid.
- 22. In case the bidder to be declared non responsive by the DLPC, the department shall not be liable to justify the reasons of non-responsive to the bidder in writing.
- Bidders may visit the site before offering the bids to determine their condition. No excuse/objection of whatsoever nature after accepting the bid will be entertained
- 24. In case the bidder to be declared non responsive by the DLPC, the department shall not be liable to justify the reasons of non-responsive to the bidder in writing.
- All other terms & conditions laid down in GFR-2017 shall be equally applicable.
- 26. In case of dispute, if any, arising during the currency of contract, the decision of the Divisional Level Purchase Committee of Directorate of Floriculture Kashmir framed vide Govt. Order No.12-JK (Flori) of 2022 Dated. 18.10.2022 shall be final and binding.
- 27. Bids of the tenderers who are defaulters with the department/Government shall not be accepted.
- No Excuse regarding the withdrawal of tender after bid end submission date will be entertained.
- Conditional tender shall not be accepted/entertained.
- 30. All other terms & conditions laid down in GFR-2017 shall be equally applicable.
- 31. Any dispute arising out of or in connection with this contract including any question regarding the existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with Jammu and Kashmir international Arbitration Centre (Arbitration Proceedings). Rules for the time being in force (JKIAC Rules) which rules are deemed to be incorporated by reference in this clause.
- The seat of the arbitration shall be Srinagar where the parties wish to seat the arbitration.
- 33. The arbitration tribunal shall consist of three number of arbitrators, one to be appointed/nominated by each party and those 02 appointed arbitrators shall

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choose another arbitrator for conducting arbitration proceedings under the Jammu & Kashmir International arbitration center (arbitration proceedings) rules.

Language of the arbitration shall be English in which the parties intend to conduct 34. the arbitral proceedings.

The law governing the contract shall be Union Territory Law, the law of which the 35. parties intend to apply.

The competent courts of Union Territory of Jammu and Kashmir shall have 36. exclusive jurisdiction over any dispute arising between the parties.

Accounts Officer (Member Secretary) Floriculture Department Km

No: DOFK-GS0Miss/1/2025/E-7630056/F-755

Dated: 22/06/2025

Copy to the:

- Floriculture Officer NMBG, Department of Floriculture Kashmir.
- Accounts Officer, Floriculture Department, Kashmir.
- 3. Pvt. Secretary to Commissioner/Secretary to Govt. Floriculture, Gardens Parks Civil Secretariat Srinagar/Jammu for information of Commissioner/Secretary.
- 4. Personal Section, Directorate of Floriculture Kashmir with the directions to upload the said e-NIT on the Departmental website.

ANNEXURE-A (Bidder Certificate)

Fresh e-Tender Notice No.16 of 2025 Dated. O. 2.06.2025 for (Outsourcing of Hiring out for plying of (05) No.'s of paddle boats in Mini Lake at Nehru Memorial Botanical Garden, Cheshmashahi).

Certify that in case of failure, Department of Floriculture Kashmir reserves the right to issue allotment order to any other successful bidder. Besides, punitive action deemed proper by the authority indicating forfeiture of Security deposit/debarring of agency etc.
Seal & Signature of the bidder
Name:
S/o:
Permanent Address:
Present Address:
Phone No:
Mobile No:
e-Mail ID:
Bank Name:
e-Mail ID of Bank Branch: