

1/42920/2024

Government of Jammu & Kashmir
Directorate of Floriculture, Gardens & Parks Department Kashmir
Tele-fax: 0194-2482032 e-mail kashflori@rediffmail.com

e- Tender Notice No. 18 of 2024

Dated: - 02/08/2024

For and on behalf of the Lt. Governor of J&K UT, bids are invited from the registered Plant Material importers, Growers, producers, suppliers for **Supply of Plant Material** as indicated in the detailed Tender Notice/BOQ: -

S.No.	Period of contract	Value of security deposit (Rs.)	Cost of tender document (Rs.)
1.	01 (One) year from the date of award of contract	40,000.00 (Rupees Forty thousand only)	2000.00 in the shape of e-challan favouring Accounts Officer, Department of Floriculture Kashmir

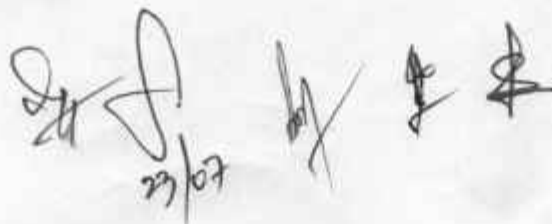
The bidding document(s) consisting of qualifying information, eligibility criteria, terms and conditions and other details can be seen/downloaded through the www.jktenders.gov.in as per schedule of dates given below:-

1.	Period of downloading of bidding document	02.08.2024 from 03:30 PM to 23.08.2024 up to 02:00 PM
2.	Bid submission Start Date	03.08.2024 from 04:00 PM
3.	Bid submission End date	23.08.2024 up to 02:00 PM
4.	Date and time of Opening of Tenders (Online)	27.08.2024 at 02:00 PM

In case of any eventuality (online) the date of opening will be considered on any other convenient working day.

Terms & Conditions: -

1. Value of Security Deposit (in lacs): - **Rs.40,000.00 (Rupees Forty thousand only)** pledged to Accounts Officer, Department of Floriculture (Gardens & Parks) Kashmir.
2. Bids must be accompanied with cost of tender document **Rs.2000.00 (Rupees Two Thousand Only) (Non-Refundable)** in shape of **e-Challan, copy of receipt from Treasury** by crediting the requisite charges to the **MH-0406-Receipt of Forestry & Wild Life, Misc. Revenue (Public Gardens)** or **Demand Draft** favouring Accounts Officer, Department of Floriculture Kashmir indicating name of job/work.
3. **Instructions for bidders regarding e-tendering process: -**
 - a. Bidders are advised to download bids submission manual from the "Downloads option as well as from Bidders Manual kit" on the website **www.jktenders.gov.in** to acquaint themselves with bid submission process.



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- b. To participate in bidding process bidder has to get a Digital Signature Certificate (DSC), as per Information Technology ACT2000. Bidders can get Digital Certificate from an approved vendor.
- c. The bidder has to submit their bids online in electronic format with the Digital Signature. No bidding will be accepted in physical form.
- d. Bids will be opened online as per the schedule mentioned above.
- e. Bidders must ensure to upload scanned copies of all necessary documents with the technical bid.
- f. 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.)
- g. Place of opening of Bids at Floriculture Complex Emporium Garden, Srinagar.
- h. Address of Communications Chairman Divisional Level Purchase Committee Floriculture Department Emporium Garden Srinagar J&K India-e-mail-kashflori@rediffmail.com.

4. General Terms and conditions: -

- 4.1 The above schedule regarding date and time is tentatively fixed, however, the Chairman DLPC reserves the right to change the date and time of activities in case of any exigency through a notice on e-tendering portal www.jktenders.gov.in and on official website of the Directorate of Floriculture Kashmir.
- 4.2 Tenders received after due date and time shall not be accepted.
- 4.3 Disclosure of rate/discounts special offers in the technical bid may be understood as malpractice and as such the bid shall be rejected.
- 4.4 All the original documents should be produced at the time of scrutiny, if asked for by the technical evaluation committee.
- 4.5 No conditional tender will be accepted/entertained.
- 4.6 The tenders without tender fee shall be out rightly rejected.
- 4.7 No technical/financial bid shall be accepted in hard copy.
- 4.8 Bids must be accompanied with Security Deposit INR **40,000/-**. Security Deposit should be deposited in form of CDR/FDR in favour of Accounts Officer, Floriculture Department, Kashmir, J&K, India. Security Deposit should be valid for one year. **(The hard copy should reach the Directorate of Floriculture Kashmir by last date of technical bid submission).**
- 4.9 Each & every page of Tender document should have signatures of the authorized signatory along with his name & designation.
- 4.10 Any CDR/FDR pending in the department will not be accepted towards the current e-NIT.

5. Technical Bid:-

The Bidders/Firms having following documents shall be eligible for participation in the tender and shall have to upload these essential documents failing which bid shall be out rightly rejected: -

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- 5.1 Registration Certificate of Plant Material Grower/Plant Material Producer/Plant Material Trader/Plant Material Importer/Reputed Nurseryman.
- 5.2 PAN card
- 5.3 Aadhaar Card
- 5.4 GSTIN Registration.
- 5.5 Latest GST Return (Form GSTR-3B) for the F.Y.2024-25.
- 5.6 Income Tax Return for the last 03 Years i.e., Assessment year (2021-22, 2022-23 & 2023-24).
- 5.7 Copy of e-Challan/Demand Draft for Rs.2000/- (Rupees Two thousand only).
- 5.8 Experience/Documentary evidence for having supplied the item previously similar Contracts.
- 5.9 Bidder Certificate (as per Annexure-A)
- 5.10 Bid Security Declaration Form (as per Annexure B).
- 5.11 The bidder on prior intimation to the department and proper authorization may authorize any designated person to execute such papers and to do such acts as may be necessary in the capacity of the bidder.
- 5.12 Bank Account Details.

The quantity/variety (ies) may increase or decrease subject to requirement and Availability of funds.

Bidder Instruction /Eligibility:-

6. Award of Contract

- a. The contract shall be awarded to the bidder whose bid has been determined to be lowest.
- b. The successful bidder/firm(s) shall have to draw necessary agreement with the Department within a weeks' time from the date of issuance of the Contract and shall be required to submit signed copy of **Undertaking (Annexure C) as well.**

7. Delivery

- a. The time of delivery is the essence of the contract. Any delay without reasonable ground on part of the supplier may attract penalty.
- b. The contractor or his representative should be present at the time of delivery of the plant material at the site/destination.

8. Payments :-

- a. **80%** payment shall be released on receipt of supply/consignment as per specification provided in supply order and balance amount of **20%** retained in the shape of performance guarantee after observing the satisfactory performance, etc. of supplied material by the concerned Floriculture Officer.
- b. All applicable and prevailing taxes will be recovered from the Supplier bill as per government orders.

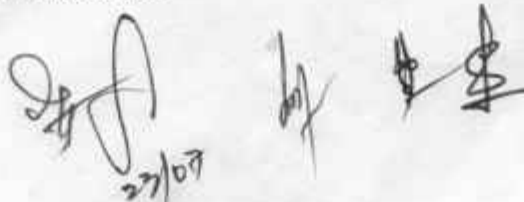

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- c. The plant material should be healthy, live/free from disease/infections and injurious having complete root system as per specifications mentioned in the BOQ.
- d. Supply shall be subject to verification in respect of apparent disease or any other disorder. Material not conforming to the tender specifications shall out rightly be rejected on the cost and risk of the supplier.
- e. The rejected and substandard material should be removed from the site of work immediately and the Department shall not be responsible for any damage/loss of rejected material, if the same will not be removed within five days, then the same will be removed by the department at the cost to be borne by the bidder.
- f. Successful Tenderer/Supplier shall have to obtain the satisfactory performance certificate/NOC from the concerned Drawing & Disbursing Officers/Order placing authority failing which their CDR/security deposit shall be forfeited.

9. Financial Bid:-

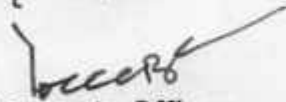
- a. Financial Bid will be opened online on the specified date & time.
 - b. The financial bids of only technically qualified bidders will be opened on the stipulated date & time.
 - c. Rates for Plant Material should be quoted in (IR) Indian rupee FOR site/destination inclusive of all the applicable taxes, duties, levy, packing charges/labour/transportation/freight/loading/unloading transit insurance and any other requirement incurred up to the site/destination.
 - d. The bidder must quote the rate for all the advertised and participated items necessarily.
 - e. All charges up to the site/destination are to be borne by the Supplier.
 - f. Tax deduction at source as applicable shall be made from the payments due to the successful bidder.
- 10.** In case the successful tenderer fails to execute the job the same shall be arranged from other sources on the cost, risk & responsibility of the defaulter. The extra amount involved will be recovered from the pending payments with the department besides forfeiture of earnest money and other administrative actions shall be taken against the defaulter under rules.
- 11.** Divisional Level Purchase Committee reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 12.** All other terms & conditions laid down in GFR-2017 shall be equally applicable.
- 13.** 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.
- 14.** 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.


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15. The seat of the arbitration shall be Srinagar where the parties wish to seat the arbitration.
16. The arbitration tribunal shall consist of three number of arbitrators, one to be appointed/nominated by each party and those 02 appointed arbitrators shall choose another arbitrator for conducting arbitration proceedings under the Jammu & Kashmir International arbitration centre (arbitration proceedings) rules.
17. Language of the arbitration shall be English in which the parties intend to conduct the arbitral proceedings.
18. The law governing the contract shall be Union Territory Law, the law of which the parties intend to apply.
19. The competent courts of Union Territory of Jammu and Kashmir shall have exclusive jurisdiction over any dispute arising between the parties.

By order


Accounts Officer,
(Member Secretary)
Floriculture Department,
Kashmir.

No:-DOFK-GS0TNDR/6/2024/E-7428038/F-709

Dated:- 02/08/2024

Copy to the:-

1. Director Industries and Commerce Department, Kashmir
2. Prof. and Head Division of Floriculture, SKUAST Kashmir.
3. Dy. Director (K), Department of Floriculture, Kashmir.
4. Dy. Director (Planning) Directorate of Floriculture Kashmir.
5. Accounts Officer, Directorate of Floriculture Kashmir
6. Concerned Floriculture Officers of the Department _____
7. Personal Section, Directorate of Floriculture Kashmir with the request to upload the aforesaid e-NIT on the Departmental website.

ANNEXURE-A
(Bidder Certificate)

e-Tender Notice No.18 of 2024 Dated:-02/08/2024
for Supply of Plant Material.

I

certify that in case of failure, Department of Floriculture Kashmir reserves the right to issue allotment order to any other successful bidder/firm. Besides, punitive action deemed proper by the authority indicating forfeiture of Security deposit/debarring of agency etc.

Seal & Signature of the bidder/firm

Name: _____

Permanent Address _____

Present Address _____

Phone No: _____

Mobile No: _____

E-Mail ID: _____


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Annexure "B"
BID SECURITY DECLARATION FORM

e-Tender Notice No.18 of 2024 Dated:- 02/08/2024
for Supply of Plant Material.

**The Director General,
Department of Floriculture,
Kashmir.**

I undersigned declare that:

I according to your conditions; bids must be supported by a Bid Security Declaration.

I accept that I may be disqualified from bidding for any contract with you for a period of One year from the date of notification if I am in a breach of any obligation under the bid conditions because I

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my Bid during the period of bid validity specified in the form of bid: or
- b) Having been notified of the acceptance of our Bid by the tender receiving authority during the period of bid validity if I fail or reuse to execute the contract in contract in accordance with the instructions of bidders.

I understand this Bid Securing Declaration shall cease to be valid if I am not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder or (ii) thirty days after the expiration of the validity of my bid.

Name Seal & Signature of the Bidder/Firm


Handwritten signature and stamp of the bidder, dated 22/07.

Annexure "C"

e-Tender Notice No.18 of 2024 Dated:- 02/08/2024
for Supply of Plant Material.

I/Wethe successful Bidder (hereinafter referred to as Executant/s submit this Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified the Department of Floriculture, Kashmir Govt. of J&K against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Department of Floriculture by reason of any breach or breaches of any of the terms and conditions contained in the said e-NIT/supply contract and or any amount becoming due for non-performance and /or penalty as assessed by Divisional Level Purchase Committee and unconditionally pay the amount claimed by the Department of Floriculture on demand and without demur.

I/We further agree that this Undertaking herein contained shall remain in full force and effect during the period of the said supply contract.

The Executant/s acknowledges that in case of default the Department shall be at liberty to take appropriate legal action and other remedies available against the Executant/s.

That the present undertaking is being tendered without any coercion, force and in the best interest of the Executant/s. The Executant/s undertakes to abide by the contents of the same.

The Undertaking is further execute out of free will on a judicial Stamp paper of Rs.100/-.

EXECUTANT.

WITNESS 1: -

WITNESS 2: -

Handwritten signatures and date. The date '22/07' is written below the first signature.

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Form 1: Bid Form (Covering Letter)

(To be submitted as part of Technical bid, along with supporting documents, if any)
(on Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

To

The Chairman, through
Head of Procurement
Divisional level Purchase Committee
Directorate of Floriculture Gardens and Parks Kashmir

Ref: Your Tender Document No. Tend No./ xxxx; Tender Title: Supplies
Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the performance of Services and incidental Goods/ Works in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

Our Credentials:

1. We are submitting this bid -

on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

as agents/ associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.4 (Declaration by Agents/ Associates of Foreign Principals).

We..... hereby certify that We/ Our Principals/s are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at -----.

2. Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance. We authorise the Procuring Entity to contact our Banker to seek references and clarifications.

3. Our Bid to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form 3: 'Performance Standards and Quality Assurance - Compliance' (and its sub-forms).

4. Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:
based on terms of delivery and delivery schedule confirmed by us; and

Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and

based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
those prices; or

the intention to submit an offer; or



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the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5. Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

1. Bid Securing Declaration

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security'.

2. Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

3. A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

4. Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

5. Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

6. Rights of the Procuring Entity to Reject bid(s):

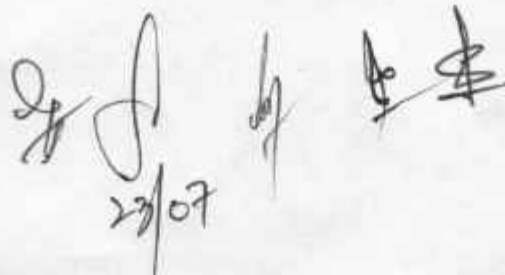
We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

(Name & Address of bidder with seal of Company)

Handwritten signatures and the date 23/07.

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Form 1.1: Bidder Information
(To be submitted as part of Technical bid)(on Company Letter-head)
(Along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. Bidder/ Contractor particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) Registration, if any, with The Procuring Entity:
- d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- e) Place of Registration/ Principal place of business"
- f) Complete Postal Address:
- g) Pin code/ ZIP code:
- h) Telephone nos. (with country/ area codes):
- i) Mobile Nos.: (with country/ area codes):
- j) Contact persons/ Designation:
- k) Email IDs:

Submit documents to demonstrate eligibility as per NIT-clause - A self-certified copy of registration certificate - in case of a partnership firm - Deed of Partnership; in case of Company - Notarized and certified copy of its Registration; and in case of Society - its Byelaws and registration certificate of the firm.

2. Taxation Registrations:

- a. PAN number:
- b. Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- a. GSTIN number in consignee and consignee
- b. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Authorization of Person(s) signing the bid on behalf of the Bidder

Full Name: _____

Designation: _____

Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4. Bidder's Authorized Representative Information

Name:

Address:

Telephone/ Mobile numbers:

Email Address:

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company.