

e- Tender Notice No.32 of 2024

Dated:- 14/08/2024

For and on behalf of the Lt. Governor, Union Territory, J&K, bids are invited (**In double cover system**) from the interested bidders/Registered Contractors/Firms with J&K State/Central Govt., CPWD for the following work:-

S. No.	Name of Work/Contract	Reserve Bid (In Rs.)	Earnest Money Deposit (EMD) @ 10%(in Rs.)	Cost of Tender Documents (In Rs.)	Validity of Contract
1	2	3	4	5	6
01.	Outsourcing of entry ticketing System of Shaheed Park, Pulwama.	28,98,000/-	2,89,800/-	1000/-	One (1) year from the date of award of contract

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

1.	Period of downloading of bidding document	16.08.2024 from 03:00 PM to 05.09.2024 up to 04:00 PM
2.	Bid submission Start Date	16.08.2024 from 03:30 PM
3.	Bid submission End date	05.09.2024 up to 04:00 PM
4.	Date and time of Opening of Tenders (Online)	07.09.2024 at 02:00 PM

Terms and conditions: -

01. The bidders have to upload all the following documents:

- a) Govt. Registration/Semi-Govt. Registration/SME's etc.
- b) Pan Card.
- c) Aadhaar Card.
- d) GST Registration.
- e) Latest GST Return (Form GSTR-3B) for the F.Y. 2024-25.
- f) Income Tax Return for 03 years i.e. Assessment Year (2022-23, 2023-24 and 2024-25).
- g) Earnest Money Deposit Amount of **Rs. 2,89,800.00**
- h) Copy of e-challan for **Rs.1000.00**
- i) Bidder Certificate as per (Annexure A)

- 02.** Bids must be accompanied with cost of tender document in shape of **e-challan (copy of receipt from Treasury)** pledged to Accounts Officer, Department of Floriculture Kashmir (Tender inviting authority) indicating name of job/work by crediting the requisite charges to the MH-0406-Receipt of Forestry & Wild life, Misc. Revenue (Public Gardens). The e-challan should have been made from the bid submission start date and bid submission end date.

Note: -

For outside bidders from UT of J&K where the e-challan is not possible in absence of Govt. Treasury, the cost of Tender documents shall be remitted directly in the CD A/c of Accounts Officer, Directorate of Floriculture Kashmir operating at JK Bank, Residency Road Srinagar under No.0005010100005246. The remittance should be made between bid submission start date and bid submission end date. Besides the bidder should upload application on their letter head name of work/job for which Cost of Tender document fee has been remitted on dated_____.

03. 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.
04. EMD money @ 10% shall be adjusted towards the bid amount on the request of successful bidder.
05. Successful bidder shall have to deposit security performance @ 2% of the approved bid amount before the contract is awarded.
06. The security deposit @ 2% of the approved bid amount shall be released only after the expiry of the validity period of the contract subject to No Objection Certificate is received from the concerned Floriculture Officer.
07. The successful bidder shall have to deposit Approved bid amount plus admissible taxes (i.e., Income tax as per norms and GST @ 18%) within prescribed time limit.
08. In case the successful bidder fails to deposit Approved bid amount plus admissible taxes within the prescribed time limit, the EMD money @ 10% will be forfeited to the Govt. chest and the second highest bidder shall be called for deposition of Approved bid amount plus admissible taxes of the successful bidder on the risk and responsibility of the first highest bidder.
09. No Excuse regarding the withdrawal of tender after bid end submission date will be entertained.
10. The successful bidder shall have to execute an agreement with the Department as per prescribed format before awarding of contract.
11. On-line ticketing facility.
12. Conditional Tender shall not be accepted/entertained.
13. The rate of entry tickets inclusive of GST per head are as under: -
 - a). Adult Rs.30.00 (Rupees Thirty only)
 - b). Children up to 12 years of age Rs.15.00 (Rupees Fifteen only)
 - c). Foreigners Rs.100.00 (Rupees One hundred only) (Both Adults/Children)
14. For Especially abled persons/Orphan schools/Govt. Schools/Institutions/ Organizations/ Agencies, entry will be free on the production of authorization from the Department.
15. The successful bidder shall have to print the tickets as per sample provided by the Department.
16. The Garden/park will remain open for full week. Visiting time during
Summer (April to October) shall be 9.00 AM to Sunset.
Winter (November to ending March) 10.00 AM to Sunset.




17. Bids of the tenderers who are defaulters with the Department/Government shall not be accepted.
18. Bidders may visit the Garden/Park before offering the bids to determine their condition. No excuse/objection of whatsoever nature after accepting the bid will be entertained.
19. Successful bidder/Company/Agency has to ensure that the approved bid amount be deposited to official account of the Department from the Personal/Company/Agency's account.
20. Successful bidder has to enter into formal agreement with the department on non-judicial paper for acceptance of the relevant terms & conditions of tender and contract order.
21. The contract awarded can neither be transferred nor sub-let and in case of violation, the contract shall be liable for termination at the cost and risk of the bidder.
22. The successful bidder shall be responsible for any loss or damage to the garden or its assets during the currency of contract, which may occur due to his/her negligence or due to negligence of his deployed staff.
23. Items like liquor, cigarettes, arms, weapons, non-biodegradable items, polythene, Food items etc. will not be allowed into the garden. Pets also will not be allowed into the garden. Successful bidder and his/her staff will be responsible for such monitoring.
24. The successful bidder shall not allow any movable or immovable (Rehari, Khokha, vendors, Hawkers etc.) into the garden. Any complaint/violation will attract termination of contract on the cost and risk of the contractor besides forfeiture of CDR/FDR.
25. The successful bidder shall have to engage disciplined and uniformed manpower to operate entire process of ticketing, entry monitoring and cleanliness in the vicinity of ticket booths during the entire period of contract.
26. The successful bidder shall not have less than (10) persons to operate the process of entry ticketing.
27. The ticketing employees deployed by the successful bidder shall have to wear the identity card issued by the Floriculture Officer, Concerned.
28. The successful bidder shall have to ensure close liaison with the staff of Floriculture Department working in the garden. However, there will be no entry fee for the employees of the Department of Floriculture, State/Central Government guests and labourers engaged for any development work inside the garden, on production of identity card.
29. The developmental works shall be carried out as per routine.
30. The Department shall not be responsible for any monetary loss suffered by the bidder due to declaration of strikes/curfew/VVIP/VIP movements/ developmental works or any other un-foreseen reasons whatsoever.
31. During the contract period, the maintenance of entry ticket booths/area, watch and ward, shall be the sole responsibility of the successful bidder. In case of any Default/complaint received, the department shall be at liberty to make good the loss or get the job executed as the case may be, at the cost & risk of contractor.
- 32. Bids below the Reserve Bid shall not be entertained and CDR's of such bidders will be forfeited and remitted into treasury.**
33. Bid accepting committee reserves the right to accept or reject any tender without assigning any reason thereof.
- 34. 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.**



35. All other terms & conditions laid down in GFR-2017 shall be equally applicable.
36. 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.
37. 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.
38. The seat of the arbitration shall be Srinagar where the parties wish to seat the arbitration.
39. 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.
40. Language of the arbitration shall be English in which the parties intend to conduct the arbitral proceedings.
41. The law governing the contract shall be Union Territory Law, the law of which the parties intend to apply.
42. 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:-DFK/GS-e-NIT-32/1281 — 8A

Dated. 14/08.2024

Copy to the:

1. Floriculture Officer, Pulwama, Department of Floriculture Kashmir.
2. 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)

e-Tender Notice No.32 of 2024 Dated. 14 .08.2024 for
(Outsourcing of Entry Ticketing System of Shaheed Park,
Pulwama).

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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:- _____

