

J&K Agro Industries Development Corporation Ltd.

NOTICE INVITING E-TENDER

E NIT No 11 of 2022-23 JK AGRO

NIT NO: -Agro/DM/PSJ/431-434

DATED:-18.05.2022

For and on behalf of the Corporation, Union Territory of J&K Agro Industries Development Corporation Limited, the E-NIT are invited from Registered Principal transport firms/transporters having valid service license of transport authority having [rule 127(2)] J&K motor vehicle rule, 1991 for annual rate contract of transportation of Seed and Agri. inputs. The registered suppliers shall supply the below mentioned items.

S. No	Name of item.	Amount of CDR	Cost of Tender Documents	Date and time of opening of bids (online)
1.	Transportation of Seeds from Divisional Store Gole pully Talab Tillo Jammu, Department of Agriculture excluding loading and unloading inclusive of all road and other taxes by suitable Mechanical Transport Vehicle as per terms and conditions of NIT to the destination mentioned in the BOQ document	Rs 1,50,000/-	Rs.5,000/- (non- refundable)	08.06.2022

1. The Bidding Document Consisting of qualifying information , eligibility, criteria, Specification, set of terms and condition of contract and other details can be seen/downloaded from the departmental website www.jktenders.gov.in as per the schedule of dates given below:-

1	Date of Issue of NIT	18.05.2022
2	Period of downloading of bidder documents	18.05.2022 to 07.06.2022 till 16:00 Hrs
3	Bid submission Start date	18.05.2022
4	Bid submission End date	07.06.2022 at 16:00 hrs
5	Date and time of opening of Technical bids (online)	08.06.2022 at 16:00 hrs
6	Date and time of opening of Financial bids (online)	After the complete Technical Evaluation of documents of all participated bidders

1. Bids must be accompanied with cost of tenders' documents in shape of Bank Receipt in f/o J&K Agro Industries Development Corp. Ltd bearing J&K Bank Acc No CD-0097010100000961, IFSC Code- JAKA0TNHALL, Earnest money/bid security in the shape

of CDR/FDR Pledged in favour of Managing Director J&K Agro Industries Development Corporation Limited.

2. **The date and time of opening of bid shall be notified on website www.jktenders.gov.in and** convey to the bidder automatically through an e-mail message on their mail id. The bids of responsible bidders shall be opened online on same website in the office of **Managing Director J&K Agro Industries Development Corporation Limited. (Tender receiving authority).**
3. **The earnest money shall be fortified if.**
 - a) Any bidder/ tenderer withdraw his bid/ tender during the period of bid validity or make any Modifications in the terms and conditions of the bid.
 - b) Failure of Successful bidder to furnish the required performance security within the specified time limit.
 - c) Failure of Successful bidder to execute the agreement within 28 days after fixation of contract.
4. **Instruction to bidders regarding e-tendering process.**
 - 4.1 Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in to acquaint bid submission process.
 - 4.2 To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC) as per Information. Technology Act-2000. Bidders can get digital certificate from any approved vendors.
 - 4.3 The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.
 - 4.4 Bids will be opened online as per time schedule.
 - 4.5 Bidders must ensure to upload scanned copy of all necessary documents and complete address and contract no. with the bid. Besides, original/Photocopies of documents related to the bid are submitted physically only by L-1 bidder.

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 reasons.**
6. Scanned copy of **cost of tender document** in shape of Demand Draft in favour of **Managing Director J&K Agro Industries Development Corporation Limited** and Earnest Money/Bid Security in shape of CDR/FDR pledged to **Managing Director J&K Agro Industries Development Corporation Limited** must be uploaded with the document of the bid.
7. Bidders are advised to use **"My Documents"** area in their user on www.jktenders.gov.in portal to store such documents as are required.
8. **The technical Bid must consists of following information and documents.**
 - 8.1 All bidders shall include the following information and documents with their bids:-
 - (a) Copy of Place of registration and principal place of Business, with complete address and contact details.
 - (b) Copy of valid License of transport authority.
 - (c) Copy of GSTIN No. Number
 - (d) Copy of PAN Number.
 - (e) Copy of Latest GST return file shall be furnished.
 - (f) Copy of EMD/FDR.
 - (g) Copy of cost of document (COD)
 - 8.2 The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.
 - 8.3 All documents relating to the bid shall be in the English Language.

8.4 It is mandatory for all bidders participating to submit all documents in terms of soft copies in etendering website and no documents in terms of Hard Copies shall be entertained. However, lowestbidder will be called for submission of CDR/FDR as well as DD and CDR/FDR of the other participatingtenderers/ bidders will be released only after surrender of DD.

9. The Financial Bid should consists of the rates quoted on BOQ

9.1 If the bidder does not quote rate for any item of the rate list/quantity schedule, such item/items shall be deemed to be part of the overall/total contract value and no rate shall be allowed for such item/items in the allotment contract.

10. General conditions of contract:-

- a) The Tender documents duly signed with seal on each page in token of acceptance of all terms and conditions of Tender should also be enclosed.

Note: In case the above mentioned documents are not enclosed, the tender can be rejected as per the decision of the Purchase Committee.

1. The firm shall have to certify that the rates quoted by them are the lowest rates and has not quoted rates lower than these rates to any Govt. Deptt. /Agency in J&K for the similar items / Stores. If at any stage it is proved that the prices charged by tenderer are higher than the prices quoted to other Departments or higher than the prevailing market rates in our State the tenderer shall be liable for prosecution under law and the excess amount charged thereof shall be recovered from your bill/securities etc.
2. In case the firm fails to supply ordered items, within the stipulated period, the CDR shall be forfeited and supplier shall have no claim for its refund / release in any manner. Besides, the firm shall be black-listed for future business with JK AIDCL.
3. Conditional offers shall not be entertained.
4. The rates quoted by the tenderers shall be F.O.R. Jammu Division of the concerned indenting department at circle/block/tehsil/District level.
5. Validity of Rates:-

The rates quoted by the suppliers shall remain valid for one financial year and inclusive of all taxes and thereafter shall be extended on mutual agreement.

6. Valid license certificate.

The firms, which are having license certificate, are required necessarily to attach a valid license from transport authority Department.

7. Payments:

Payments shall be released as and when received from indenting deptt after the verification of the material.

8. Agreement:

The successful firms shall have to execute an agreement in the prescribed format within seven days from the date of intimation to this effect.

9. Delivery schedule

The material should be supplied within 07 days or as per the terms of Supply Order. In case of delay in the supply beyond the stipulated time, penalty will be imposed not exceeding 10% of the value of the ordered material or as the Managing Director, AIDCL may deem fit and / or forfeit the Earnest Money / Security Deposit.

10. ARBITRATION

In case of dispute of any nature arising while servicing the ordered items, the matter shall be referred to the Managing Director, JK AIDCL whose decision as arbitrator shall be binding for the resolution of the dispute. In case the matter cannot be resolved further, in that situation, the legal institution / Courts of the J&K State shall be the alternative forum for dispute resolution.

11. Submission of offer

The tenders shall be opened on the date mentioned in above table 2 at same office in presence of the tenderers who wish to be present or any subsequent date convenient to Purchase Committee.

12. Managing Director, AIDCL reserve the right to accept or reject any or all tenders in part or full without assigning any reason thereof.

13. As soon as the acceptance of tenders is conveyed to the successful firm the contract shall be final and binding upon the successful firm and agreement deed shall have to be executed with the Corporation by the supplier within 7 days from the date of issue of letter of acceptance.

14. The Purchase committee reserves the right to accept or reject any tender, part of a tender or all tenders without assigning any reason thereto.

15. The tenderer along must also submit a soft copy of its latest Income Tax/GST Clearance Certificate

16. Tender without payment of tender cost shall be rejected.

17. The transporter/bidder shall provide the trucks in good condition.

18. The bidder/ transporter have to deploy at least 10 nos of trucks which will remain 24x7 in the premises of Divisional Seed Store of the Department of Agriculture Jammu and will not leave premises empty in any case. Out of 10 trucks, 80 % trucks shall be of 11 MT capacity and rest 18 MT as desired by the indenting department.

19. Corporation reserves the right to carry out market survey also to assess the lowest market rate of the items. However, the lowest market rate shall be offered to L1 tenderer.

20. The documents in respect of supplies made to various Govt. Departments should be enclosed with the offer.

21. The trucks provided by the transporter shall be duly fumigated and having valid fitness certificate issued by the competent authority.

22. Any damage caused to the seed material during transportation shall be borne by the transporter/bidder.

23. Force Majeure:

If the completion of the supply is delayed by strikes lockouts fire accidents war or any other cause beyond the control of the supplier and the supplier satisfies the Corporation by a documentary proof in that respect, a reasonable extension in the time limit may be granted by the Corporation without effecting or decreasing/increasing the basic price as per force Majeure clause of the agreement. However, damages caused due to strikes, rain or snow shall not constitute an act of God.

24. The L1 bidder/ Transporter must submit the following documents before deploying the trucks for the seed transportation:

- a) Registration Certificates of all the trucks to be deployed.
- b) Fitness Certificates of all the trucks to be deployed, issued by the Transportation Department.
- c) Insurance Certificates of all the trucks to be deployed.
- d) Pollution Certificates of all the trucks to be deployed.

25. Qualification conditions for Bidding:

Tenderer should have experience 2-3 year of handling of seed of the Agriculture Department of Transportation duly obtained from Manufacturer/PSU/Govt.Dept./Public Ltd. Company/Private Limited Company dealing in the field of Seed or any other commodity. Tenderer should have executed in any of the immediate preceding five years work of value:

26. Liability for Personnel

- (a) All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen s Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen s Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- (b) Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws

27. Bribe, Commission, Gift etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavor to any person in relation to the Contract, shall

make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

28. Period of Contract

- (i) The Contract shall remain in force for a period of one financial from the date of the acceptance letter or such later date as may be decided by the Managing Director.
- (ii) The Divisional Manager reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days' Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Divisional Manager under this clause shall be final, conclusive and binding on the Contractor.

29. Recovery of losses suffered by the Corporation

- (a) The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit, furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.
- (b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Managing Director shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.

30. Responsibilities of the Contractor

- (a) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of food grains and carrying out any other services under the Contract in accordance with the instructions issued by the Divisional Manager or an officer acting on his behalf.
 - (i) The Contractor shall endeavor to provide Heavy Commercial Vehicles for transportation and JK AIDCL will also give priority to such vehicles wherever loading and unloading facilities, weighbridges etc. are available and are compatible to undertake such operations in the Depot.
 - (b) The Contractor shall transport by trucks to be arranged by him such number of bags of seeds etc; as may be required from day to day by the Managing Director or an Officer acting on his behalf. The Contractor shall take care not to mix bags of different kind of seed, bags containing different qualities of the same seeds, and bags containing

wet/damaged grains, sweepings etc; with bags of sound grains.

(c) The Contractor shall obtain daily from the any officer acting on his of lorries/trucks in good condition in accordance with this programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the Area Manager or any officer acting on his behalf, daily at the time specified.

31. Specified:

(a) In special cases the contractor may also be required at short notice to arrange to transport bags of food grains, sugar etc. and shall bound to comply with such requests.

(b) The quantity mentioned in any programme given by the officer acting on his behalf may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

(c) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from godowns /mandis/ rail heads until they have been unloaded from the trucks at godowns or at other destinations as specified in the Contract or as directed by the Managing Director/ Divisional Manager acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss of grain, etc. through the holes/crevices in the decks of the truck and shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags of Seeds etc. loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weighment. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The officer acting of the department as the case may be will be the sole Authority for determining the quantum of the loss.

(d) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the Seeds entrusted to him for transportation.

(e) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

(f) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

(g) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the Seeds etc. of the Department are loaded.

(h) The Contractor shall periodically inform in writing the registration numbers and

description of the vehicles used for the transport of the goods of the Corporation so as to facilitate checking of the vehicles by the officers/ officials of the Department

- (i) In accordance with the Government of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles flying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid tag affixed from the wind screen of the vehicles deployed for corporation duty which would enable seamless travel through dedicated lanes installed with tag readers and facilitate adoption of cashless system and produce proof of sale as and when demanded by corporation.

32. PAYMENT

- (a) Payment will be made by the concerned Managing Director/Divisional Manager of the Corporation on submission of bills, in triplicate, duly supported by consignee receipts.
- (b) The contractor should submit all the bills not later than 2 months from the date of expiry of the Contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills the Contractor is advised to submit bills weekly/fortnightly.
- (c) **The tenderer/bidder, registered under GST (if applicable), shall insure that the invoice to be raised with JKAIDCL is compliance with the provisions of the GST law and contains the requisite details in accurate manner for claiming of tax credits by JKAIDCL.**
- (d) **JKAIDCL reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system.**
- (e) **This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.**

33. RATES

- (i) All rates will be treated as final for the period of the contract. No escalation whatsoever shall either be claimed or considered except as provided under sub-clause (b) below.
- ii) The rates for transportation of Seeds etc. are on the basis of net weight of seeds.
- (iii) No separate remuneration will be payable for the distance covered by the loaded lorries for the return journey, or from garage to place of loading, or back to garage.
- (iv) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilo Meter.
- (v) The distance will be reckoned as fixed by the Chief Engineer, PWD, or an officer nominated by him, or by the General Manager, or verified by an officer acting on his behalf and rounded off to the nearest Kilo Meter, which will be final and binding on the contractor.
- (vi) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless

such detention is of an extraordinary kind. The decision of the Divisional Manager in all such matters shall be final.

Sd/-
Divisional Manager (P&S)
J&K Agro Ind. Dev. Corpn.Ltd.
Procurement & Sales Division,
Jammu

Copy to.

1. Managing Director, JKAIDCL, Jammu for Kind information please.
2. Director Finance JKAIDCL, Jammu for Kind information please.
3. General Manager, CFP, Bari Brahmana, for kind information.
4. Divisional Manager, P&S, Kashmir for kind information.
5. Office File.