

GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE DIRECTOR GENERAL OF PRISONS
JAMMU & KASHMIR, JAMMU

**e-TENDER NOTICE FOR SUPPLY OF GHEE DESI (BRANDED / AGMARKA) FOR CENTRAL JAIL
KOTEBHALWAL JAMMU AND DISTRICT JAIL JAMMU**

e-Nit No. **08** of 2023
DATED **28-8-2023**

1. For and on behalf of the Lieutenant Governor, Union Territory of Jammu and Kashmir, e-tender(s) through online mode are invited from eligible vendors/firms possessing valid FSSAI licenses for execution of Rate Contract (valid for FY 2023-24) for supplies of items as mentioned in **Annexure 'K'** of this bid document.
2. Bidding documents consisting of eligibility criteria, specifications of items, quantities, set of terms and conditions of contract and other relevant details can be seen/downloaded from the website www.jktenders.gov.in and www.jkprisons.in

Schedule of tender :

a	Date of Issue of Tender Notice	28.08.2023
b	Period of downloading of bidding documents	28.08.2023_from 1800 Hrs to 11.09.2023 upto1400 Hrs
c	Bid submission Start Date and time	02.09.2023 from 1800 Hrs
d	Bid submission End Date and time	11.09.2023 upto1600 Hrs
e	Date and Time of opening of Technical Bids in online mode	12.09.2023_1200 Hrs in the office of Director General of Prison J&K


3. Tender Fee (Cost of tender documents) :

An amount of ₹1500/- towards cost of tender fee has to be deposited by the bidder in the following bank account:

Name of the Account holder : FA/CAO- Prison Department, J&K.
Account Number : 0110010100000289
Name of the Bank : J&K Bank
Branch : J&K Bank Civil Sectt.Jammu
IFSC : JAKA0MOVING

Scanned copy of the receipt towards deposit of amount of tender fee has to be necessarily uploaded along with the bid documents.

- i. The bidder has to submit Earnest Money of ₹0.40 lakh (Rupees forty- thousand only) in the form of CDR/FDR issued by a scheduled bank, drawn and pledged in favour of FA/CAO Prison department and payable at Jammu. The bidder has to upload the scanned copy of the CDR/FDR alongwith other documents during the submission of bid within the above-mentioned date and time of bid submission.
- ii, The department shall not be responsible for delay in online submission due to any reason.
- iii, The tender shall be in two bid cover systems (Technical Bid and Financial Bid).


Financial Advisor/CAO
Prisons Department
J&K, Jammu

Dated: 28/8/ 2023

No. Accts/N/ 4802
Copy to the:-

1. Joint Director, Information Department J&K-0 Jammu / Srinagar alongwith two copies of abridged tender Notice with the request to get the abridged tender Notice published in National / local dailies for wide publicity.

GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE DIRECTOR GENERAL OF PRISONS
JAMMU AND KASHMIR.

EMAIL: prison-jk@nic.in



Phone Fax

0194-2457969

2457811 (Srinagar)

0191-2561004

2561008 (Jammu)

BIDDING DOCUMENT SUPPLY OF GHEE DESI (BRANDED / AGMARKA) FOR CENTRAL JAIL KOTEBHALWAL JAMMU AND DISTRICT JAIL JAMMU	
Tender Notice No	e-NIT no 08 of 2023
Date	28.08.2023
Approximate Value of Supplies	₹20.00 Lacs
Cost of tender document	₹ 500.00

Instructions to the Bidder:

- (i) Prospective bidders can download the NIT/bidding documents from the websites jktenders.gov.in and www.jkprisons.in
- (ii) The bidder has to submit bids online in electronic form with digital signature.
- (iii) To participate in bidding process, the bidder has to get Digital Signature Certificate (DSC) as per provisions of Information Technology Act-2000. This certificate will be required for signing the bid documents. Bidder can get DSC from any approved vendor for the purpose. The bid cannot be uploaded without digital signature.
- (iv) No bid will be accepted in physical form.
- (v) All unit rates and prices quoted by the bidder shall be in Indian rupees only.
- (vi) All payments shall be made in Indian rupees only.
- (vii) Copies of the documents shall be uploaded in 100dpi, black and white.
- (viii) All conditional bids shall be summarily rejected.
- (ix) Bidders are advised not to make any change in Bill of Quantities (BOQ). In no case, any attempt should be made to create similar BOQ by the bidder. Downloaded BOQ should only be used for filling of rate which shall be inclusive of all taxes, levies, duties, toll, surcharges etc. and it should be submitted with the same bidding document.



**GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE DIRECTOR GENERAL OF PRISONS
JAMMU AND KASHMIR.**

EMAIL: prison-jk@nic.in



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2457811 (Srinagar)

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NOTICE INVITING TENDER

E-NIT No: - 08/2023 Date: - 28/8/2023

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Account Number : 0110010100000289
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Branch : J&K Bank Civil Sectt.Jammu
IFSC : JAKA0MOVING

Scanned copy of the receipt towards deposit of amount of tender fee has to be necessarily uploaded along with the bid documents.

Full

5. Earnest Money Deposit (EMD) :

- (i) The bidder has to submit Earnest Money of ₹0.40 lakhs (Rupees forty thousand only) in the form of CDR/FDR issued by a scheduled bank, drawn and pledged in favour of FA/CAO Prison department and payable at Jammu. The bidder has to upload the scanned copy of the CDR/FDR along with other documents during submission of bid within the above-mentioned date and time of bid submission.
- (ii) The lowest bidder will be required to deposit CDR/FDR towards EMD, in original, in the office of FA/CAO Prison department J&K within 7 days of opening of financial bid.
- (iii) The EMD(s) of unsuccessful bidder(s) shall be released by FA/CAO of Prison department J&K after placement of Supply Order to the successful bidder. The Earnest Money deposited by the successful bidder will be refunded after submission of Performance Guarantee or execution of rate contract, whichever is later.
- (iv) For an SSI unit, the EMD shall be as per prescribed Government norms.
- (v) Earnest Money of the bidder(s) will be forfeited in following cases:
 - (a) When the bidder withdraws his bid during the period of bid validity on account of any reason.
 - (b) On failure of the successful bidder in furnishing Performance Guarantee equivalent to 5% of the quoted cost of successful bidder in the form of CDR/FDR or in the shape of Bank Guarantee within 07 days from the date of opening of price bids.
 - (c) In case the successful bidder fails to execute the contract agreement within 07 days of issuance of supply order.

6. Pre-bid Clarification/meeting :

- (i) Prospective bidder(s) may seek clarification with respect to eligibility criteria or any other clause of bid document through email prison-jk@nic.in by **01.09.2023 upto 1400 hours**.
- (ii) Department will make reasonable effort to attend to queries / observations raised by prospective bidder(s); if any. In case any corrigendum in the bid document becomes a necessity, the same would be notified on website www.jktenders.gov.in and www.jkprisons.in
- (iii) In case the prospective bidder notices any problem including any technical problem in online submission of bid documents/uploading bid documents, he/she may contact **Sh. Vikas Gupta, IPS, DIG Police, Prison Department, J&K on phone No. 7006724061 or Sh. Jeevan Jyoti Designation Sr. Assistant on Phone No. 7006465001**. Also, an email to this effect may be sent on email address prison-jk@nic.in
- (iv) A pre-bid meeting will be held in the office of DIG Police, Prison Department, J&K, Amphalla Jammu as per following schedule :

Date : **01.09.2023** (in case 01.09.2023 is a holiday the meeting will be held in next Working day).
Time : **1500 hours**



Interested prospective bidders may attend the pre-bid meeting. Non attendance in the pre-bid meeting will not be a cause for disqualification of any bidder.

7. SUBMISSION OF BIDS: The bid to be uploaded by the bidder shall be in two separate parts.

A. Part I shall be named -Technical Bid(ELIGIBILITY CRITERIA)

The Technical Bid shall comprise of the following:

S. No.	Particulars	Eligibility Criteria	Scanned copies of supporting documents required to be uploaded (Mandatory)
(a)	Tender Fee	Cost of tender documents/ tender fee has to be deposited in J&K Bank account indicated at Para 4 of this bid document.	Receipt of deposit in bank account of FA/CAO Prison Department J&K. (Annexure-"A").
(b)	Earnest Money Deposit	In the shape of <u>CDR/FDR</u>	CDR/FDR pledged in favour of FA/CAO Prison Department J&K (Annexure-"B").
(c)	Permanent Account No.	Permanent Account Number of the bidder	PAN Card (Annexure-"C").
(d)	Goods and Services Tax(If applicable)	<p>(i) Bidder firm should be registered with GST authorities on or before 31.03.2020.</p> <p>(ii) Should have filed at least one GST return in last 3 months (excluding the months in which this tender has been published).</p>	<p>(i)Valid Registration Certificate containing GST No. issued by the competent authority. (Annexure-"D").</p> <p>(ii) Any one GST return out of the GST returns filed in last 3 months (excluding the months in which this tender has been published). (Annexure-"E").</p>

(e)	Work Experience Certificate	The bidder should have successfully completed supply of items of similar nature valuing minimum of ₹10.00 lacs during the Financial Years 2020-21, 2021-22 and 2022-23 against either one rate contract (executed during the above-mentioned period) or a lump sum supply of above value, against one supply order to any Department/ Organisation/Institution/ Autonomous Body/ Statutory Body etc of Central Govt./any Govt. of UT/any State Govt./Public Sector Undertaking of Central Govt. or any State Govt. or Govt. of UT.	<p>Certificate(s) issued by the competent authority of that office indicating completed supplies. Certificate(s) should necessarily contain following information as per (a) to (c) below:</p> <p>(a) Name of the items supplied.</p> <p>(b) Rate Contract/ Supply order No. and Date</p> <p>(c) Value of total supplies completed.</p> <p>Annexure- "F"</p>
(f)	Financial Turnover	Bidder should have an average financial turnover of a minimum of ₹7.00 lacs during 3 Financial Years out of Financial years 2019-20, 2020-21, 2021-22 and 2022-23.	Certificate issued by the Chartered Accountant as per format provided in Annexure- "G"
(g)	Undertaking regarding acceptance of all terms and conditions of the tender and full particulars of the bidder.	Bidder has to furnish an undertaking regarding acceptance of all terms and conditions of the tender and also has to provide full particulars of the bidder.	As per format provided in Annexure-"H" .
(h)	Undertaking regarding Correctness of the documents etc.	Bidder has to submit an Undertaking on affidavit, duly attested by a Notary, mentioning therein that the Firm has not been blacklisted in past by any Department/Organisation/ Institution etc of Central/ any State Govt; Govt of UT/ any PSU of Central/ State Govt. in the last five years and all the documents uploaded / submitted in this tender by the bidder are correct and genuine etc.	As per format provided in Annexure "I"
(i)	FSSAI Registration	Bidder must have a valid FSSAI Licence Number.	Copy of valid FSSAI Licence. Annexure "J"

Full *Vijay*

NOTE:

The bidder shall have to upload all the Annexure from 'A' to 'J' in the prescribed format and all Annexure are mandatory, as applicable.
SSI Units shall have to upload certificate regarding SSI valid registration with the Technical Bid.

B. Part II shall be named Price Bid:

Price bids of only those bidders would be opened (in online mode) who qualify in Technical Evaluation of bids and whose samples are approved by the department (wherever applicable).

8. Bid Validity :

The Bid would remain valid for a period of 120 days from date of opening of price bid. In exceptional circumstances, Prison department may request the successful bidder to extend the period of bid validity for a specified additional period. The request of the Prison department and the bidder's response shall be made in writing or by e-mail. A bidder agreeing to the request of the Prison department for extension of period of Bid validity will not be permitted to modify his Bid but will be required to extend the validity of his Bid for a period of the extension as sought by the department.

9. Performance Security

Successful bidder will have to furnish Performance Security equivalent @ 5% of the quoted cost of the successful bidder in shape of CDR/FDR/Bank Guarantee within 7 days of opening of price bid.

Performance Security of the successful bidder (equivalent to 5% of the quoted cost) shall be released only after successful completion of supplies to the satisfaction of the department and only after deducting outstanding amount, if any, from the supplier on account of any reason.

10. No price escalation:

The rates and price quoted by the bidder shall be deemed to include any price escalation upto completion of period of rate contract, (Financial year 2023-24) unless otherwise specified separately.

11. Validity of Rate Contract:

Department may extend the period of rate contract beyond the FY 2023-24 at rates mutually agreed by both the parties which will not be higher than the rate approved for FY 2023-24.



12. Taxes:

The rates and price quoted by the bidder should be in Indian rupees only and the quoted rates shall be deemed to include all taxes, royalties, levies, toll, surcharge etc. upto completion of the supply orders unless otherwise separately and exclusively specified. Deduction of amount of applicable taxes from the bills of the supplier shall be as per prevailing rates at the time of effecting recovery.

13. Force Majeure:

In circumstances beyond the control of the supplier, time extension for completion of the supply order may be given by the department at the discretion of the department keeping in view the time elapsed due to circumstances beyond the control of the supplier.

14. Advance payment/Mobilization advance

No mobilization advance or advance payment in any manner shall be made to the supplier unless otherwise specifically provided in the bid document or the supply order.

15. Penalty for delay in completion of supplies as per supplies:

- a. In case of delay in completion of the supply order beyond scheduled period of delivery, a penalty at the rate of 1% per week (on pro-rata basis) on the amount of unexecuted supplies shall be imposed on the supplier subject to a maximum of 10% of the value of the supplies.
- b. Non-cooperation of the supplier or his representative with departmental officers and any act of misbehavior or disrespectful conduct by the supplier or his representative with departmental staff shall invite penalty as decided by the DG Prisons J&K which shall be binding on the supplier.
- c. If the successful bidder fails to supply the items of prescribed specifications or fails to deliver the goods within stipulated time as mentioned in the Supply Order, the department will be at liberty to arrange supplies from any other alternate source(s) and recover extra cost, if any, from the default supplier which may be effected through forfeiture of Performance Security also.

16. Arbitration:

No arbitration is allowed.

Two handwritten signatures in blue ink are present at the bottom of the page. The signature on the left is more stylized and larger, while the one on the right is smaller and more compact.

17. Dispute Resolution Mechanism:

If any dispute or difference of any kind, what-so-ever, arises between the department, its authorized representatives and the supplier, in connection with or arising out of the contract or the execution of supply order, it will be first attempted to be resolved amicably at the department level. However, if the dispute still remains unresolved, then matter would be referred to concerned Administrative Department, J&K for resolution, whose decision shall be binding on both the parties.

The Jurisdiction of the court(s) in any case shall be within Union Territory of J&K.

18. Documents comprising the bid:

Following documents which are not submitted with the bid shall be deemed to be part of the bid :

- (a) Notice Inviting Tender
- (b) Tender Document.

19. Integrity of the bid process:

Information relating to clarification, examination, evaluation, comparison of bids, recommendations for award of contract, approval thereof etc. during the bid process are all confidential. All bidders are advised not to make any attempt to influence any officer/official of the department or any person related to them. Any such attempt may result in disqualification of the bidder at any stage of the bid process including appropriate action under existing provisions of law.

20. Production of original documents on demand:

All bidders including the successful bidder will have to produce original documents before the department at any stage of the bid process or even during execution of the rate contract, on demand, for verification or for any other purpose.

20. Extension of time for Completion of supply order.

The department may extend the scheduled completion date of supplies if delay is on part of department or due to Force Majure or a variation is issued or due to any other reason.

The department shall decide whether and by how much period the scheduled completion date is to be extended. If the supplier fails to give early warning of a delay or fails to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new completion date.



21. Sample of the Supplies

Samples of all items as per enclosed **Annexure "K"** should necessarily be deposited in the office of Director General of Prison, J&K before the last date and time of submission of bids and acknowledgment for depositing these samples should be obtained by the bidder from the concerned official in the office of DG Prisons. Samples deposited by the Tenderer(s) who are not declared successful Bidder(s) shall be lifted back by the concerned Tenderer within a period of 07 days from the opening of Price Bids. Department shall not be responsible for any damage/loss caused to the samples for which rates have not been approved. In case the same are not lifted by the Tenderer(s) within the aforementioned prescribed period, samples will be disposed off by the department and the department shall not be liable to pay any compensation/ damage to such bidders on account of disposal of samples.

Samples are necessary in respect of items indicated in Annexure "K" only.

22. Agreement

The successful Bidder shall have to execute the Contract Agreement with the Department within 07 days of allotment of Contract/issuance of Letter of Intent.

23. Payment

Payment shall be made by the Department only after the consignment delivered by the Successful Bidder is properly inspected, surveyed, accepted and brought on stock of the department in the concerned Stock Register.

24. Remission Charges

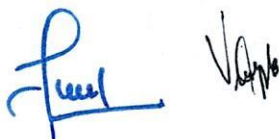
Remission charges/Bank Commission on account of payment made to the Successful Bidder shall be borne by the Supplier only.

25. Inspection of Premises

The representative of the department shall have access to the Supplier's Premises and shall have the power at any reasonable times to inspect and examine the materials and workmanship, whenever found necessary.

26. Supply order:

- a. If after finalization of the Rate Contract/Placement of Supply Order / execution of Contract Agreement, the successful Tenderer backs out or fails to supply goods, Performance Security and/ or EMD of the Tenderer shall be forfeited. Any loss sustained by the Govt. as a result of re-tendering for supply of goods shall be recovered from the Default Tenderer, besides any other remedy that may be available to the Department under law for the time being in force.



- b. Supply order shall be placed in favour of the Successful Tenderer by concerned, Jail Superintendent(s) indicating quantities of different material to be supplied (based on their optimum requirements, keeping in view the number of jail inmates) Period of delivery can however be extended by the authority placing the Supply Order in case of justified reasons at the discretion of the department.
- c. The Contract /Supply Order can be repudiated at any time if the supplies are not made according to approved samples/specifications of material. Any extra Cost involved in purchase of items from any other source(s) is liable to be recovered from the Default Supplier.
- d. In case Supplies are rejected by the department during inspection/survey, loss caused to the Supplier due to rejection/replacement of Supplies shall be entirely borne by the supplier. The rejected supplies shall be lifted by the Supplier within 03 days from the date of information about rejection of supplies to the Supplier firm. The Department shall not be responsible for any damage or loss that may occur to the supplier while delivering the supplies in the Department.

27. FOR Central Jail Kotebhalwal Jammu and District Jail Jammu

FOR for the items indicated in **Annexures "K"** will be Central Jail Kotebhalwal Jammu and District Jail Jammu. No extra charge will be payable to the supplier by the department on account of material.

28. General and Special conditions:

- (i) Prison Department J&K shall be referred herein, in the tender document as, department.
- (ii) The Department shall not be responsible for any delay in submission of online bids on account of any reason.
- (iii) Supplier should complete the supplies within the scheduled date of delivery failing which penalty may be imposed upon the supplier as provided in the relevant clause.
- (iv) All Documents related to the bid shall be in English language only. Any document in other than English language should be translated in English language by the bidder.
- (v) Sub-letting of the contract or any part thereof is not allowed.
- (vi) The Department reserves the right to accept or reject any or all the bids before or after opening of bids or at any stage of the bid process without assigning any reason thereof.
- (vii) The department reserves the right to award the contract to any of the bidder in the interest of the Department without assigning any reason thereof.



- (viii) The supplier shall be liable for any deviation in quality of the items supplied in contravention to the quality of samples provided.
- (ix) No order from any person in the department which is at variance with the supply order will be entertained by the supplier except when such order is issued by the concerned Jail Superintendent in writing.
- (x) No payment whatsoever will be made by the department on account of carriage of material.
- (xi) The Tenderer shall be responsible for proper packing of supplies so as to avoid any damage of goods during transportation and shall deliver the material in good condition at the destination of the Consignee. In the event of any loss or damage, breakage, leakage etc. the Tenderer shall make good the loss. Hence, shortage/damage found at the time of inspection/survey of the Supplies will not be responsibility of the by the Consignee. No extra cost will be payable by the Department to the supplier on account of any such loss caused to the consignment.
- (xii) Department reserves the right to accept or reject any tender or part thereof without assigning any reasons thereof.
- (xiii) In case any tenderer charges rates higher than MRP/ Govt. rate (whatever applicable) for any item(s) appropriate action as per existing provisions in Law may be initiated against the tenderer.
- (xiv) Incomplete bid documents shall be liable to be rejected.
- (xv) Department reserves the right to postpone and/ or extend the date of receipt/ date of opening of Technical bids/ Price bids. Department also reserves the right to withdraw/ cancel the tender without assigning any reason thereof.
- (xvi) All the dietary items are covered under Food Adulteration Act and defaulters shall be liable for action as per provisions of the Act.


Financial Advisor/CAO
Prison Headquarters J&K
Jammu

No: / 6801

Dated 28/8/2023

Annexure-'G'
Certificate from the Chartered Accountant

This is to certify that Annual Financial Turnover of (name of the bidder) for below mentioned 3 financial years are as under, as per books and accounts of the bidder.

I/We have fully examined the related records of the bidder and have satisfied myself/ourselves about the correctness of the details indicated below.

Financial Year	Total Financial turn over (₹ In lacs)
FY 2022-23	
FY 2021-22	
FY 2020-21	

Signature : _____

Name of the audit firm/Chartered Accountant: _____

Seal of the audit firm/Chartered Accountant : _____

Date: _____

Signature of the Bidder/Signature of Authorized representative of the Bidder

Name of the Bidder/ Name of the Authorized representative of the bidder: _____





Annexure-'H'

To
DG, Prisons Department,
J&K .

Reference: e-Tender No. dated

Sir,

I/We have carefully examined the tender document including all terms and conditions of the tender and have fully understood all the terms and conditions of the tender document. I/We hereby undertake to abide by all the terms and conditions of the tender during bid process and/or during execution of the contract.

Signature of the Bidder/Signature of the Authorized representative of the Bidder

My/Our full particulars are as under:-

Full Name : _____

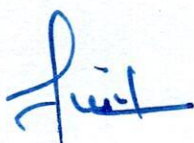
Address (Office): _____

Address(Residential): _____

Tele Nos. (O) _____ (Mobile No.) _____

E-mail : _____ Fax No.: _____

Signature of the Bidder/ Signature of the authorized representative of the bidder.



Annexure-'I'
Affidavit
(Duly attested by a Notary)

E-NIT No.:

I/We solemnly affirm on oath;

- i) That the bidder has not been convicted by any court of law in last 5 years (ending last day of the month previous to the one in which this tender has been published) and no Criminal Proceeding is pending with any authority as on date.
- ii) That this bid is an independent bid and bidder is not part of any cartel in this bid process. In case any cartelization in this bid process involving the bidder is detected at any stage of the bid process/execution of contract, the same is liable for cancellation at risk and cost of the bidder and department shall not be liable to pay for any damage/loss suffered by the bidder, whatsoever.
- iii) That all information provided in the bid document and all documents attached with this bid are correct and genuine to the best of knowledge and belief of the bidder and no material information has been concealed which would render the bidder ineligible in this bid process.
- iv) That if at any stage of the bid process and/or at any stage of execution of contract, any information provided in the bid document or any document furnished by the bidder along with the bid document is found to be incorrect/misleading and/or distorted, fake and fabricated, allotment of contract would be liable for cancellation at any stage of the bid process or at any stage of execution of contract and department would not be liable to pay for any damage/loss suffered by the bidder, whatsoever.
- v) That the bidder has not been black listed by any Government or Semi-Government department in last 5 years (ending last day of the month previous to the one in which this tender has been published).

Declaration

I hereby declare that the information furnished above are true and correct to the best of my knowledge and belief and I understand that in case any deviation is found in respect of above at any stage of the bid process and/ or execution of rate contract, I will be liable for black listing and action as per provisions of law.


Signature of the Bidder/Signature of the Authorized representative of the Bidder

Annexure- "K"

**LIST AND SPECIFICATIONS OF DIETARY / PULSES/CEREALS/SPICES ITEMS FOR CENTRAL JAIL
KOTEBHALWAL JAMMU AND DISTRICT JAIL JAMMU**

S.No.	Name of the items	Unit	Description	Rates (inclusive of GST, other taxes, etc)
1	Ghee Desi	15Kg	Branded/ Agmarka	


Financial Advisor / CAO
Prisons Department
J&K Jammu