

Instructions to Bidders

The bidding process will be under two separate covers System

Technical Cover (1st Cover)

1. Scanned copy of Tender Fee.
2. Scanned copy of EMD.
3. Scanned copies of below mentioned documents shall be attached from my Documents area of the Bidders.
4. Scanned copy of Registration Certificate from Commercial Taxes Officer.
5. Scanned copy of NOC from Commercial Tax Department/any other Department of respective state on the prescribed form to be attached.
6. Scanned copy of Registration Certificate of C.A& P.D. Srinagar.
7. Scanned copy of production capacity of the unit from District Industries Center.
8. Scanned copy of existence certificate from District Industries Centre.
9. Scanned copy of Permanent Registration Certificate obtained from General Manager DIC concerned in respect of local SSI units is manufacturing the particular items tendered for.
10. Scanned copy of affidavit enclosed below and original shall be sent to the office along with EMD and Tender fee.
11. Scanned copy of latest VAT 46 and PAN card.
12. The tenders should furnish their e-mails ids.
13. Scanned copy of affidavit as reproduced below.

Affidavit

1. _____ S/O _____ R/O _____
 being the sole prop/partner/authorized signature of the firm _____ do
 hereby solemnly affirms and declares as under:

1. That the documents which have been attached with the bid have been scanned/photocopied From the original documents and no document attached/submitted is forged or tampered with.
2. That if, any stage of the tendering, any of the documents is found forged or tampered with, my firm shall automatically become ineligible to take any further part in tendering process or supply of nutritional items. Further my firm shall also become liable to any action which the authorities may deem fit including the forfeiture of the CDR and Black listing of the firm.
3. I have read all the terms and conditions of the Notice Inviting Tender and Bid Document and instructions to the Bidders and agree to accept and abide by the same in Toto.

Signature of the Tenderer _____

"Seal"


Name of the Signature _____

(in capital letter)

Telephone _____ Email ID _____

Designation of Signature _____

Date and place _____


 Accounts Officer to
 Deputy Commissioner / CEO,
 Lolai

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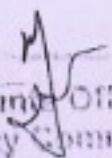
The original Affidavit, with exact text as above, along with CDR/FDR of EMD/DD of Tender fee and other specified documents be deposited in the officer of the Deputy Commissioner, Leh on or before 06-09-2016 up to 2.00 P.M

Financial Cover(2nd Cover)

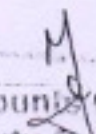
1.Rates Submitted by bidder in the BOQ

Terms & Conditions:-

1. The interested bidders shall carefully examine the conditions and specifications of e-tender documents enclosed and in case of any doubt the bidders shall get it clarified before signing the contract.
2. The interested bidders who shall apply should have complete documentary formalities which are prescribed and mandatory as per the NIT terms and conditions.
3. In case, it is found that the bidders who have floated their incomplete tenders and have violated the condition No.2, their security deposits will be forfeited in full or part thereof, without any further communications.
4. Tenderers not confirming with the requirements will be rejected and no correspondence thereof shall be entertained.
5. The e-tender bid must be addressed to the Deputy Commissioner/CEO, LAHDC, Leh.
6. No conditional tender shall be entertained/ accepted.
7. The technical bid besides CDR/FDR drawn on any Nationalized Bank/J&K bank pledged to the Chairman, District Purchase Committee, Leh. Should consist of other documents as power conditions to this NIT, failing which the financial bid will not be considered and opened. The balance amount of earnest money @2% of the total value of supply order shall have to be deposited by the successful tenderer before drawal of agreement for supplies. No cash, Cheque, Demand Draft or previous CDR/FDR, if any, lying with the department will be accepted. The CDR/FDR shall be released in favour of unsuccessful tenderer within one month of the final acceptance of the Tender. The Govt. Department/undertakings/SSI Units shall be required to pay 50% amount of prescribed earnest money or Rs 5000/- whichever is less. The SSI units shall have to furnish a certificate from the concerned General Manager, District industries centre to this effect.
8. It is compulsory for all the tenderers to furnish their e-mail IDs.
9. The tenderers have to furnish an affidavit duly attested by Magistrate that he has never been blacklisted in the State.
10. The District Level Purchase Committee reserves the right to accept or reject any tender or part thereof, without assigning any reason and does not blind itself to accept the lowest Tendered rates. The DLPC reserves the right to accept or approved even higher rates on the basis of quality of the goods to be supplied.
11. The rates should be inclusive of all taxes including VAT, Excise duty, Octroi, Toll Tax Freight, Loading, Unloading, Handling and all other incidental charges including Entry tax, if any, net delivery at Offices of the Leh District.
12. The goods shall have supplied FOR destination at all the Offices of the Leh District i.e., offices of Leh, Nubra, Khaltsi, Nyoma, Kharu and Durbuk.
13. All liabilities on account of VAT, Income Tax and other Taxes in vogue shall be borne by the Supplier and deduction shall be made from the bills of the supplier as per


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Leh

- standing Government Orders where ever applicable. Hence the rate quoted shall be inclusive of all Taxes/Charges up to Destination.
14. The successful tenderers shall have to arrange the complete supply as given in supply order. The quantities shown in the e-Tender document are approximate and vary as per actual requirement. The supplier will have to be arranged in a phased manner according to the requirements of the Department and tenderer should start the supply within 5 days from the issuance of supply orders. However, extension of supply period can be allowed by the Deputy Commissioner/CEO, LAHDC, Leh in case he is satisfied of the reason being beyond the control of the approved supplier in any particular case.
 15. The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J & K Financial Rules/Code and the conditions as per the contract and contract of supply can be repudiated at any time if the supplies are not made to the satisfaction of the department.
 16. The supplier has to get his good insured against any theft, loss, destruction, fire damage, Vehicle accident or riots at his own as he shall be responsible for any such event till his supplies are delivered at the stores of the department.
 17. In case approved tenderer supply any approved item on FOR destination basis during the rate contract under reference on cheaper rates to any other Govt. institution/Deptt. In the State of Jammu and Kashmir, the difference of cost shall be recovered from the concerned supplier.
 18. In case approved supplier fails to make the supply within the stipulated period of time or make short supply, a penalty up to 10% of the in-executed value of the orders shall be imposed at the discretion of Deputy Commissioner/CEO, LAHDC, Leh.
 19. A/ The contract shall be binding upon the successful tenderer from the time of acceptance of the rates of the items approved are communicated to them.
B/ A formal agreement deed incorporation, all the terms and conditions of the NIT/Rate Contract shall be executed by the successful tenderer with Deputy Commissioner/CEO LAHDC, Leh.
 20. a. Termination of contract within 10 days notice to the approved supplier under registered cover or its publication in the news paper (s).
b. The extra cost if any involved in e-tendering or making tendering arrangement shall be made goods from the approved supplier.
 21. The direct/in direct canvassing on the part of tenders or their representatives will disqualify their tender.
 21. In case of any dispute between the supplier and department, the case shall be referred to the District Court Leh.
 22. Administrative department for arbitration/settlement whose decision shall be final and binding upon both parties.
 23. No dues Certificate from Commercial Taxes Department of those are registered with J & K Commercial Taxes Department should be enclosed with the tender and defaulter firms shall not be considered for the bid.
 24. Any other Clause if found necessary shall be entered in the agreement to be executed with this Deptt. by the supplier.
 25. The tenderer should be registered with the commercial taxes department/sales tax Department as of their respective states as applicable and should also enclosed a copy of requisite certificate/registration certificate given TIN Number/GST/CST Number/VAT Number.
 26. The District level Purchase Committee or its authorized sub-committee shall have the


 Accounts Officer to
 Deputy Commissioner / CEO,
 Leh

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- rights to take steps as deemed proper for verification of credentials of the tenderers by inspecting their business premises/factories/go downs etc. before off after arriving at any final decision regarding approval of rates of the RE-e-Tendered items.
27. The approved tenderer shall not assign or sublet his contract or any sublet his contract any substantial part thereof to any other agency.
28. No Other conditions except that mentioned above will be entertained in the e-tender.

Sd/-


**Chairman,
District Purchase Committee,
Leh.**

Dated: 17 - 08 - 2016.

No: Acctts/Hard Coke/2016(108)

Copy to the:-

1. Chief Controller of Finance, LAHDC, Leh.
2. Notice Board, Deputy Commissioner, Leh.
3. M/S _____


**Accounts Officer,
Deputy Commissioner/CEO's Office,
LAHDC, Leh.**