



Government of Jammu and Kashmir
Consumer Affairs & Public Distribution Department
Civil Secretariat, Srinagar/Jammu

Tel: 0191-2566188(J), 0194-2452512(S)

Fax: 0191-2549682(J), 0194-2458693(S)

www.jkcapd.nic.in

NATIONAL TENDER NOTICE

NIT No:-01 of DCAPDK/Adm/B-X-633

Dated:-25-06-2013

Abbreviated Notice Inviting Tenders for supply of Sugar

Sealed Tenders in two covers bid system (Technical & Financial) affixed with Rs.5/- revenue stamps are invited for and on behalf of the Governor of Jammu and Kashmir through Secretary to Government CA&PD from Registered Sugar Importers/Reputed Sugar Manufacturers/Private or Co-operative Sugar Mills/Government undertakings within and outside the State for supply of Sugar S-30/31 ISS Grade manufactured from not earlier than 2012 crops for one year from the date of award of the contract to the Central godowns of the department located at Shaheed Gunj, Srinagar, Kashmir and Central Store Chatha, Jammu of the State Jammu and Kashmir as per the details given below:

S. No.	Nomenclature	Quantity in metric tonnes	Tender Cost	Earnest Money
1	Sugar S-30/31 ISS	84, 400	Rs. 20, 000	4.5 crores

The tender shall be addressed to the Secretary to Government, CA&PD Department (Chairman, State Level Purchase Committee) and shall reach to the office of Director, Consumer Affairs and Public Distribution Department Shaheed Gunj, Srinagar up to 3:00 p.m. by or before July 21, 2013 through registered/speed post/courier service or shall be delivered personally. The tenders received after the stipulated date and time shall not be accepted and the department shall not be held responsible for any postal delay for receipt of tender.

The detailed NIT containing the specification/terms and conditions of supply can be had from the office of the Director, CA&PD, Kashmir (Member Secretary, SLPC) up to 4:00 p.m. of July 15, 2013 against the non-refundable cost of as shown above in the shape of Bank draft drawn in the name of FA/CAO CA&PD Department Civil Secretariat, Srinagar. The tenders must be

accompanied with Earnest Money Deposit in the shape of CDR/FDR drawn from any schedule/ nationalized bank as mentioned above and pledged to the FA/CAO CA&PD Department Civil Secretariat, Srinagar.

The Tenders document can be downloaded from departmental websites www.jkcapd.nic.in and www.jkgad.nic.in. The downloaded tender document shall be treated as valid subject to the condition that the cost of tender in the shape of Bank Draft drawn in favour of the FA/CAO CA&PD, Department Civil Secretariat, Srinagar is enclosed along with EMD.

Technical Bids shall be opened in the office of Secretary CA&PD Department Room No. 158 1st Floor Civil Secretariat Srinagar on July 25, 2013 at 4:00 p.m. or any other date convenient to the SLPC in presence of tenderers or their authorized representative, who may like to participate in the tender opening. If the dates mentioned above are declared as holidays the tenders will be opened on the next working day. The date for opening of financial bid of eligible tenderers shall be notified separately.

**Director CA&PD Kashmir
Member Secretary
(SLPC)**



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NIT No:-01 of DCAPDK/Adm/B-X-633

Dated:-25-06-2013

Subject:- Detailed Tender Notice for supply of Sugar S-30/31 ISS for distribution under PDS

1. REQUIREMENT

Sealed Tenders in two covers bid system (Technical & Financial) affixed with Rs.5/- revenue stamps are invited for and on behalf of the Governor of Jammu and Kashmir through Secretary to Government, CA&PD (Chairman SLPC) from Registered General suppliers/reputed Manufacturers/Private or Co-operative Sugar Mills/Government undertakings within and outside the State for supply of Sugar S-30/31 ISS Grade of not earlier than 2012-13 season's crop production for a quantity of approximately 84, 400 Metric Tonnes (MTS) for one year from the date of award of the contract to be delivered at the Central godowns at Shaheed Gunj, Srinagar and Central Store Chatha, Jammu in the State of Jammu and Kashmir as per the details shown in the Annexure attached to this NIT and terms and conditions detailed hereunder. The tenders shall be addressed to the Chairman State Level Purchase Committee and shall be deposited in the Directorate of Consumer Affairs & Public Distribution Shaheed Gunj, Srinagar by or before 3:00 p.m. on July 21, 2013, through registered/speed post/courier service or shall be delivered personally. The tenders received after the stipulated date and time shall not be accepted and the department shall not be held responsible for any postal delay for receipt of tender.

2. SALE OF DETAILED NIT

The detailed NIT containing the specifications along with terms and conditions of supply of sugar can be had from the office of the Director, CA&PD Kashmir (Member Secretary SLPC) up to 4:00 p.m. of July 15, 2013 against the non-refundable tender cost of Rs.20000/- in the shape of Bank draft favouring FA/CAO CA&PD Department Civil Secretariat. The detailed NIT can also be downloaded from CAPD website www.jkcapd.nic.in and www.jkgad.nic.in . The

downloaded tender shall be accompanied with required cost of tender in the shape of Bank Draft from scheduled/nationalized bank pledged to FA/CAO, CA&PD Department, Civil Secretariat, Srinagar by or before the closing date of sale of document.

3. MANNER OF BIDDING

The Tenderers are required to submit bids separately in two separate sealed covers duly superscribed with cover-I (Technical Bid) and cover-II (Financial Bid). Both the covers shall be then contained in one envelop duly sealed and superscribed with tender for supply of Sugar S-30/31 ISS.

The Tenderer in **Cover-I (Technical Bid)** should contain the following details:

- a) Details as per **Annexure "A"** to this NIT.
- b) Earnest money in the shape of CDR/FDR pledged to FA/CAO, CAPD Department.
- c) Self attested copy of TIN/PAN Card.
- d) Self attested copy of registration of firm/supplier from Central /State Government.
- e) In case of partnership of firm or limited company, copy of partnership deed or copy of certificate of corporation along with articles of association and memorandum.
- f) Copies of ownership documents in respect of firms/factories and plant and machineries installed therein.
- g) Demand Draft for cost of tender document, if downloaded.
- h) VAT clearance certificate from Centre/State.
- i) Registration certificate from Central Excise Department.
- j) Turnover during the last three years (sugar supply).
- k) Laboratory test certificate.
- l) Copy of Income Tax returns for last 3 years.
- m) Registration certificate for quality certification by AGMARK.
- n) Copy of trade license issued by competent authority.
- o) Three samples of half a kg (1/2 kg) each in sealed pet bottles along with certificate issued by laboratory authorized by the Central/State Government.
- p) Affidavit attested by notary to the effect that the tenderer has no past or present criminal record with the police /vigilance department within and outside the State of his domicile.
- q) Affidavit duly attested by Notary to the effect that the tenderer or any of the partners or representatives were never black listed by any Government Department/Corporation.

Cover-II (Financial Bid)

Financial Bid shall only contain the price (duly covered with transparent tape) quoted for supply of sugar S-30/31 ISS. The Financial Bid of those tenderer only shall be opened who are found eligible for the same after the scrutiny of the documents contained in Cover-I.

4. OPENING OF TENDERS

The technical bid shall be opened in the office of the Secretary to Government, CA&PD Department, Room No. 158, 1st Floor Civil Secretariat, Srinagar on July 25, 2013 at 4:00 p.m. or any other subsequent date convenient to the tender opening authorities in the presence of tenderer(s)/their authorized representatives who wish to be present at that time. The date for opening of financial bid of eligible tenderer shall be notified separately.

The schedule of filling and opening of tenders is as follow:

Schedule for download from website	July 1 st , 2013 to July 15, 2013 at 4:00 p.m.
Schedule for download closing from website	July 15, 2013 at 4:00 p.m.
Bid submission closing date	July 21, 2013 at 3:00 p.m.
Technical specification Bid opening date (Technical Bid)	July 25, 2013 at 4:00 p.m.

5. REJCETION OF TENDERS

1. Tenders should be typed and rate/amount shown both in words and figures. Tenders partly hand written shall be rejected and the correction/overwriting in the rates must be avoided.
2. Tenders should be strictly in conformity with the prescribed terms and conditions and should not contain any conditions other than those prescribed. Tenders which deviate from defined terms and conditions are liable to be rejected.
3. Any tender which deviates from clause 3 of NIT shall also be rejected.

6. RIGHT RESERVED BY THE GOVERNMENT

State Government reserves the right either to accept or reject any tender without assigning any reason thereto including the lowest tender(s) and shall not be bound to consider the advertised item for placement of orders. The placement of the orders/procurement of sugar under the NIT shall also be subject to the availability of funds.

7. SIGNING OF TENDERERS

The tender documents are non-transferable.

The tender document should be properly page marked, signed and stamped by the authorized signatory of the tenderer(s). Complete initial of the authorized signatory must be indicated in the tender.

8. VALIDITY OF TENDER

The tender shall be valid for a period of one year from the date of award of the contract.

9. EARNEST MONEY DEPOSIT

1. Tender should be accompanied by an Account Payee Demand Draft of Rs.4.50 crore drawn on any Nationalized Bank/Schedule Bank in favour of FA/CAO CA&PD, Department Civil Secretariat Srinagar payable at Jammu and Kashmir Bank Moving Secretariat Branch Srinagar towards EMD. Tender, without EMD shall be rejected. In case of unsuccessful tenderer, the EMD will be released after the successful tenderer executes the agreement. Tenders enclosing cheques, case certificates shall not be accepted. The EMD will not carry any kind of interest.
2. EMD of the successful tender shall be adjusted towards security deposit(s) and the balance amount of security shall be deposit in the form of Demand Draft in favour of FA/CAO CA&PD Department Civil Secretariat Srinagar payable at Jammu and Kashmir Bank Moving Secretariat Branch Srinagar.
3. EMD is liable to be forfeited in case tenderer(s) withdraw his offer after filing the tender or after the acceptance of the offer by the SLPC or fails to enter into agreement or fails to remit the security deposit within the specified time apart from being black listed.
4. In case of un-successful tenderer(s) the CDR/FDR shall be released after finalization of the contract with the successful tenderer.
5. Bank guarantee in lieu of CDR/FDR shall not be accepted.

10. SECURITY DEPOSIT

- A. Successful tenderer should submit security deposit equivalent to 5% of the total value of the quantity ordered for supply within three days from the date of acceptance of tender in the form of Demand draft drawn on any nationalized/scheduled bank pledged in favour of FA/CAO CA&PD Department Civil Secretariat Srinagar.

- B. The security deposit has to be furnished by the successful tenderer within a period of 15 days from the date of communication of acceptance of their tender is served upon him.
- C. In case the successful tenderer fails to deposit the amount of security within the prescribed time schedule, an amount of Rs.50,000/- shall be charged per day and the period shall not be extended beyond 5 days.
- D. Security deposited shall be refunded to the supplier upon successful completion of agreement and on production of No Demand Certificate from Director CAPD Kashmir/Jammu.

11. QUANTITY OFFER

The total quantity of stock required is 84, 400 MTs which include 46, 310 MTs for Kashmir Division and 38, 090 MTs for Jammu Division. The Department reserves the rights to increase or decrease the quantity during the contract period without assigning any reason and this shall be binding on the bidders and shall not be called into question by any bidder.

12. RATE OFFERED

- a) The rate should be per MT inclusive of cost of packing in 50Kg per bag including custom duty, excise duty, cess, education cess, additional cess, VAT and any other additional tax imposed by the Central/State Government during the contract period and Transportation to the Central godowns at Shaheed Gunj Srinagar and Central Store Chatha Jammu.
- b) Loading charges will be born by the supplier.
- c) The rates quoted shall be in Indian Rupees and would be in force for the entire contract period. Department is not responsible for any fluctuation of price either in International Market or Domestic Market and no request or representation for revision of rate be entertained during the contract period.
- d) Rates offered by the qualified technical tenderer(s) will be taken into consideration to arrive at lowest rate offered by the tenderer(s) viz L1, L2 and so on.

13. NEGOTIATION

- A. The SLPC reserve the right to conduct negotiation with any tenderer/tenderer(s) if necessary before finalizing the tender. No tender shall have right to insist on negotiation by the SLPC any time.
- B. SLPC shall inform the tenderer(s) about the date and time of the negotiation through email and also by fax as per the decision.
- C. During the negotiation the tenderer should attend either personally or through their authorized representative. The authorized person should produce authorization letter duly attesting the signature of the authorized representative by the tenderer to participate in the said process of tender.
- D. The SLPC reserve the right to award the tender in full or in part to one or several parties. The decision of the SLPC is final and binding on the tenderer(s).
- E. SLPC reserves the right to reject any or all the tenders without assigning any reasons what so ever the decision of SLPC in this regard is final and binding on the tenderer and cannot be called into question.
- F. Depending on the lowest rates received negotiations will be conducted with all the tenderer(s) if required.

14. OTHER TERMS AND CONDITIONS OF THE CONTRACT

The following documents are required to be furnished with the tender:

- I. True copy of PAN number of each partner in case of partnership firms and limited concerns.
- II. Sales Tax Registration and clearance certificate from the concerned Central and/or State Sales Tax Authorities.
- III. Copies of the last three years Annual Report indicating the Profit and Loss Account and balance Sheet.
- IV. A copy of the certificate of incorporation along with Articles of Association and Memorandum (in case of a Limited Company).
- V. Copies of ownership documents in respect of Firms factory and Plant and Machinery installed therein (in respect of Manufacturers) together with copies of legal agreements in case of utilization of factory of others.
- VI. A general Power of Attorney together with a copy of the Resolution of Board of Directors (in case of Companies) when the tender is signed by a person other than the Proprietor, Partner, Managing Director/ Director as the case may be.

- VII. The manufacturing Units are to furnish full information of the technical know-how, manufacturing facilities, Quality Assurance facilities, technical and skilled manpower available, the items with standard specifications which are being manufactured.
- VIII. Before the last date for the receipt of tender, the Government may amend any of the tender conditions, as may be desired and the same shall be made available on website www.jkcapd.nic.in and www.jkgad.nic.in .
- IX. Successful tenderers should be capable of delivering ordered quantity of Sugar within 7 days from the date of acceptance of offer and delivery should start within 3 days of confirmation.
- X. Tenderers should sign all pages of the Tender Form.
- XI. Tenderer is not entitled to withdraw his offer once the tender is filed.

15. AGREEMENT

Successful tenderer shall have to execute the formal agreement immediately after furnishing the security deposit as prescribed within fifteen days as per the terms and conditions on Rs.100/- non judicial stamp paper. In the event of failure to execute the agreement, the Security Deposit or EMD as the case may be, shall be forfeited apart from cancellation of supply contract besides blacklisting of the tenderer and the department is vested with the powers to collect liquidated damages if any from the tenderer for his failure to comply with the terms and conditions of the tender.

16. SPECIFICATIONS

- a) Only good quality of Sugar S-30/31 ISS Grade strictly conforming to specifications as indicated below will be accepted:

S.No.	Specification	ISS GRADE SUGAR S-30/31
1	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8 prescribed in Sugar Analysis ICUMSA methods book
2	Polarisation	99.80% Min
3	Moisture	0.08% Max
4	Ash content	0.04% Max
5	Solubility	100% dry and free flowing
6	Granulation	Fine/crystal
7	Colour	Sparkling Crystal white
8	Iron filings	Nil
9	Sediments	None
10	Smell	Free of any smell
11	Radiation	Normal without presence of CESIUM or IODINE certified Phytosanitary of no radiation no virus no insect parts, husk, no poisonous matter and non genetic and is suitable for Human consumption.
12	Crop	2012, 2013, 2014

- b) The stock should be free from artificial colour, conforming to fresh season crop not earlier than 2012 Production, free flowing and sparkling white.
- c) Stocks not conforming to specifications shall be summarily rejected and it is the responsibility of the supplier to take back the rejected stocks within 24 hours at his own risk and cost.
- d) Tenderer should furnish three samples half a Kg. (1/2 Kg.) each in sealed pet bottles conforming to the specifications prescribed herein, failing which such tender will be rejected. The sample will be analyzed through reputed analytical laboratory for conformity of the fixed specifications prescribed before acceptance of offer.
- e) The sample of the lowest tenderer will be sent for analysis prior to issue of supply order.

17. PACKING OF SUGAR

- a) Stocks should be delivered in new Jute gunny bag of 50 Kg capacity with inner polypropylene lining with machine stitched. The jute gunny bags should be marked as “**PDS Supplies J&K**” on both the sides along with the date of packing and net weight.
- b) Net weight of stock packed should be 50 Kgs of standardized bag. The tare weight for the stocks supplied in new Jute gunny bag of 50 Kgs. Capacity with inner polyethylene lining will be of 100 grams per gunny bag.
- c) Supplier should hand over Half a Kg (1/2 kg) of Sugar sample at destination point in sealed pet bottles conforming to the specifications prescribed herein.

18. DURATION AND PLACE OF DELIVERY

- a) Ordered quantity of sugar as per specifications prescribed should be delivered within 7 days at the Central godown Sheehed Gunj Srinagar and Central godown Chatha Jammu from the date of issue of supply order by the Department.
- b) The Department may place order for two or three months at a time for supply of sugar to meet certain exigencies and advance dumping for cut off areas during winter months.

19. FURNISHING OF INFORMATION

- a) Approved supplier shall furnish a daily report to Director, CAPD Jammu/Kashmir truck wise and quantity delivered through e-mail or Fax.
- b) Approved supplier should not only maintain complete account of supplies made but also furnish the details as and when requested by the Director, CAPD Jammu/Kashmir.

20. ACCEPTANCE OF STOCKS

- a) At the time of delivery of stocks by the approved suppliers, the same will be subjected to usual quality check by the quality control team at the destination point. Samples will be drawn as per the usual procedure of the Department in the presence of approved supplier or his authorized representative. One sealed sample so drawn will also be given to the suppliers. In the event of supply of stocks not conforming to specifications as already indicated such stocks are liable for rejection. The supplier has to take back the stocks at his own risk and cost.

- b) Department will not take any responsibility of stocks once same is rejected.
- c) The department shall be at liberty to subject the supplies/samples to quality analysis and the Department at its discretion shall send samples of any consignment to the accredited or any other laboratory for analysis. In such cases, the result of accredited/lab is final. The analysis will normally take two to three weeks from the date of supply and hence payment will be made only after two to three weeks from the date of supply.

21. FORCE MAJEURE

Any failure or omission to carry out the provisions of this Contract shall not give rise to any claim by the purchaser or supplier one against the other, if such failure or omission arise from an Act of God, which shall include all acts of natural calamities such as fire, floods, earthquakes, hurricanes or any pestilences or from civil strikes compliances with any status or regulations of the Government, lock outs and strikes, riots, embargoes or from any other reason beyond the control of parties including war (where declared or not) civil war or the state of insurrection.

22. PENALTIES

In the event of the successful tenderer(s) failing, declining or neglecting the supply of the goods as per the order or in the event of any damage occurring or being caused by the successful tenderer(s) or in the event of any default by the successful tenderer(s) in complying with any of the terms and conditions of the contract or a default or failure in completion with any of the terms and conditions of the contract the Department shall without prejudice to any other remedy available to it under law for time being in the J&K State order:

- a) Terminate the contract after thirty days notice and/or
- b) Recover the amount of the loss caused by the damage, failure or default (including the consequential damage) or a default or failure as may be determined by the Department.
- c) Forfeit CDR/FDR.
- d) Impose penalty equivalent to 5% of the total unsupplied value of the order.
- e) Penalty shall however be subject to the force majeure and arbitration clauses of this NIT.

- f) Other provisions of penalty shall be as per guarantee/warranty of this NIT.
- g) In the event of the failure by the successful tenderer (L1) the department is at liberty and also reserves the right to purchase the ordered quantity from the next lowest tenderers (L2) to ensure uninterrupted supplies. In such circumstances the differential cost, if any will be recovered from the successful tenderer (L1) if the rate is cheaper the benefit will not accrue to the supplier.
- h) Notwithstanding anything in the terms and conditions of the tender the J&K Government is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply.

23. ARBITRATION

- a) If any time any question dispute or difference whoever shall arise between the successful tenderer(s) Department or relation with this contract, either of the parties may give in writing to other party in writing the existence of such a question, dispute or difference and the same shall be referred award to two arbitrators one to be nominated by the Department and other by the successful tenderer(s) or in case such arbitrators not agreeing then to award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference and the decision of the arbitrators or in the vent of their not agreeing to decision of the umpire appointed by them shall be final and binding on the parties. The provision of Arbitration Act of 2002 and the rules there under or any other statutory modification thereof shall be deemed to apply to arbitration. Such a notice of existence of any question or dispute or difference in connection this contract shall be served by either parties within sixty days of the beginning of such dispute failing which rights and claims under this contract shall be deemed to have been forfeited and absolutely debarred.
- b) Upon every or any reference the cost of incidentals to the reference and ward respectively shall be at direction of the arbitrators or in the event of their not agreeing of the umpire appoint by the may deter the amount thereof direct the same to be fixed as between solicitor and the client or as between party to party and shall direct by whom to whom and in what manner shall be borne and paid. In case of any dispute the jurisdiction shall be of Jammu and Kashmir Courts only. The supply to be made under this contract shall, if reasonably possible continue during the arbitration proceedings.

24. BLACKLISTING AND RECOVERY OF LOSSES

- a) In the event of failure by the tenderer at any stage of tender process the EMD or Security Deposit or Bills of supply will be forfeited apart from cancellation of award of contract and blacklisting.
- b) Black listed firms/Sugar Manufacturers /Importers /Sugar Traders/ Wholesalers are not eligible to file the tender. If the blacklisted firms/manufacturer supplier/ file a tender in a benami name and which comes to the notice of the Government, the same shall be rejected apart from forfeiture of EMD furnished.

25. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of Sugar supplied on submission of the bills in duplicate, along with acknowledgements obtained from incharge, at the delivery point along with quality certification and advanced stamp receipt, within fortnight by the concerned Director CAPD.
- b) Payment of interest on late payment of bills etc will not be acceptable to the department.
- c) In case of shortage of funds the successful tenderer(s) shall have to agree for the deferred payments on mutual understanding terms and conditions.

26. SUBLETING

The supply contract awarded should be executed by the successful tenderer only and subletting any of the functions under the contract is not permitted.

27. INDEMNITY

The tenderer indemnify the department against all claims which may arise in supply of inferior and low quality of sugar not conforming to specification prescribed.

**Director CA&PD Kashmir
Member Secretary
(SLPC)**



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Dated:-25-06-2013

ANNEXURE "A"

Affix Passport
Size photograph
(attested by the
Gazetted officer)

1. Name of the Bidder/Firm : _____
2. Permanent address : _____
3. Address of the head office of tenderer/Firm
H.No : _____
Street No. : _____
Village : _____
District : _____
State : _____
Pin code : _____
Phone Number : _____
E-mail ID : _____
4. Address of the branch : _____
5. Whether Proprietary Firm or : _____
Partnership Firm or Limited Company
6. Name & Address of the Proprietor/ : _____
Partner/Managing Director
7. Previous experience in supply of : _____
Essential Commodities/Sugar
8. Turnover (Supply of Sugar) : _____
During the last three years
2010-2011 : _____
2011-2012 : _____
2012-2013 : _____
9. Earnest Money Deposit Details :D.D No _____
:Date _____

- Bank name : _____
- Amount Rs : _____
(Rupees Only)
10. Current Trade License
Issued by the competent authority : _____
11. Import License issued : _____
By the competent authority
12. Details of Country and Source : _____
Of ISS Grade Sugar
13. Quality Certification Agency : _____
14. PAN No under given by IT Dept. : _____
(Copy to be enclosed)
15. TIN No. under VAT Act / _____ / : _____
CST Act duly renewed upto date
16. Registration Certificate with : _____
Central Excise Department

**SIGNATURE OF THE TENDERER
NAME**



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PART-II: PRICE BID

Price bid should be quoted per MT. inclusive of cost of packing in 50 Kgs bag, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, VAT if any, and cost of transportation to the FOR, Central Godown Shaheed Gunj, Srinagar and Central Godown Chatha, Jammu.

The bidder shall quote one rate per MT. for delivery of ISS Grade S-30/31 Sugar to Jammu and Kashmir CA&PD Department.

CA&PD Department does not guarantee any volume of quantity. However, supply orders will be issued in the lots or consignments and the same is final and shall not be called into question.

**RATE INCLUSIVE OF ALL FOR DELIVERY AT DESTINATION IN THE STATE OF
JAMMU AND KASHMIR, INDIA**

Name of the Manufacturer/Regd Supplier /Corporation	Quantity offer for supply in MTs.	Rate per MT (Net)	
		In figures Rs.	In words Rs.

Note: The rate should be quoted only in Indian Rupee.

In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.

Rate should be inclusive of Jute gunny bags, incidentals and all taxes (Basic Excise Duty, Cess, Education Cess, Additional Cess, VAT if any, and cost of transportation and it should not be in fraction of paisa.

SIGNATURE OF THE TENDERER



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UNDERTAKING

I/we have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of S-30/31 ISS GRADE Sugar at the rate quoted by me/us at the destinations and as per the specifications prescribed by the SLPC.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc., and the instructions issued by the Government of Jammu and Kashmir from time to time.

I am/We are enclosing the following documents as per the Terms and Conditions of the Tender:

- 1) Demand Draft bearing No. _____ Dt. _____ for Rs. _____/- (Rupees _____) drawn on _____ bank towards E.M.D.
- 2) Three samples half a Kg. (1/2 Kg.) each in sealed pet bottles.
- 3) Affidavit attested by a Notary to the effect that the Tenderer has no past or present criminal record with the Police/ Vigilance of CS Dept./Vigilance and Enforcement Dept., Govt. of _____/ Govt. Of India.
- 4) Affidavit duly attested by Notary to the effect that the Tenderer or any of the partners or representatives were never black-listed by the Civil Supplies Corporations/any Govt. Organization at any time or involved in diversion of stocks or involved in case under EC Act or convicted by Court of Law in a criminal case.
- 5) Copy of the Partnership Deed along with permanent and present addresses of the partners in case of a Firm.
- 6) Copy of the Registration Certificate, if it is Firm/Limited Company.

- 7) Copy of the Registration Certificate under VAT Act/sales Tax Act of State/CST Act renewed up to date.
- 8) Copy of Registration Certificate with Excise Department.
- 9) Copy of the Trade License issued by the competent authority.
- 10) Copy of the Import License issued by the competent authority.
- 11) Copies of the Income tax returns for the last three years.
- 12) Registration Certificate for Quality Certification by AGMARK.
- 13) I/We shall furnish the prescribed Security Deposit amount of 5% on the total value of the cost of the quantity tendered for supply, within three (3) days of the acceptance of my/our tender and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my/our EMD stands forfeited if I/We fail to furnish the prescribed Security Deposit and also enter into agreement within three (3) days of acceptance of my/our tender and I/We will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us my/our Security Deposit or any amount available with the CA&PD Department is liable to be forfeited, award of supply contract stands cancelled besides blacklisting me/us.

I/We hereby affirm that the CA&PD Department J&K is at liberty to take action against me/us as per the terms and conditions of Tender Document, if the above said statement proves to be wrong at any point of time.

**SIGNATURE OF THE TENDERER
NAME**