

**J&K Agro Industries Development Corporation Ltd.
Shastri Nagar Jammu.**

NOTICE INVITING E-TENDER

E NIT No: 59 of 2021-22 JK AGRO

NIT NO: -Agro/DM/PSJ/5144-46

DATED:-02.11.2021

For and on behalf of the Corporation, J&K Agro Industries Development Corporation Limited, the E-NIT are invited from Individuals/ Firms having valid service license/ Registration for annual rate contract of **Leasing Out of Refrigerated Truck on Monthly Rental Basis to the highest bidder herein called the "contractor"**.

S. No	Name of item.	Amount of CDR	Cost of Tender Documents	Date and time of opening of bids (online)
1.	Leasing Out of Refrigerated Truck on Monthly Rental Basis	Rs 3,00,000/-	Rs.5,000/- (non- refundable)	

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	02.11.2021
2	Period of downloading of bidder documents	02.11.2021 to 15.11.2021 till 12:00 hrs
3	Bid submission Start date	02.11.2021
4	Bid submission End date	15.11.2021 at 12:00 hrs
5	Date and time of opening of Technical bids (online)	16.11.2021 at 14:00 hrs
6	Date and time of opening of Financial bids (online)	After the complete Technical Evaluation of documents of all participated bidders

2. Bids must be accompanied with cost of tenders' documents in shape of DD, Earnest money/bid security in the shape of CDR/FDR Pledged in favour of Managing Director J&K Agro Industries Development Corporation Limited.
3. The date and time of opening of bid shall be notified on website www.jktenders.gov.in and conveyed to the bidder automatically through an e-mail message on their mail id. The bids shall be opened online on same website in the office of Managing Director J&K Agro Industries Development Corporation Limited. (Tender receiving authority).
4. The earnest money deposit shall be forfeited if.
- Any bidder withdraw his bid/ tender during the period of bid validity or make any Modifications in the terms and conditions of the bid.
 - Failure of Successful bidder to furnish the required performance security within the specified time limit.
 - Failure of Successful bidder to execute the agreement within 28 days after fixation of issuance of LOI (Issuance of Letter of Intent).
 - Successful bidder violate the terms and conditions specified in tender documents.
5. **Instruction to bidders regarding e-tendering process.**

- 5.1 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.
- 5.2 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.
- 5.3 The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.
- 5.4 Bids will be opened online as per time schedule.
- 5.5 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 highest bidder.

Note: - Scan all the documents on 100 dpi with black and white option.

6. **The department will not be responsible for delay in online submission due to any reasons.**
7. 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.
8. Bidders are advised to use "**My Documents**" area in their user on www.jktenders.gov.in portal to store such documents as are required.
9. **The technical Bid must consists of following information and documents.**
 - 9.1 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 GSTIN No. Number
 - (c) Copy of PAN Number.
 - (d) Copy of Latest GST return file shall be furnished.
 - (e) Copy of EMD/FDR.
 - (f) Copy of cost of document (COD)
 - 9.2 The bidder at his own responsibility and risk should visit and examine the vehicle before submission of bid.
 - 9.3 All documents relating to the bid shall be in the English Language.
 - 9.4 **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, highest bidder 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.**

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 highest rates and has not quoted rates higher than these rates to any Govt. Deptt. /Agency in J&K for the similar services.
2. Conditional offers shall not be entertained.
3. 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.

4. Valid license certificate.

The firms, which are having license certificate, are required necessarily to attach a valid license from transport authority Department. The successful bidder shall not allow the unauthorised person to drive the vehicle. The responsibility shall be borne only by the successful bidder if they will not follow the laws/ rules under the Motor Vehicle Act for running the vehicle. Further for any accident or miss-happening, the successful bidder shall be wholly responsible; there shall not be any joint responsibility of the Corporation and successful bidder.

5. Payments:

The bidder has to deposit three months rentals in advance which shall be released after the termination of the contract

6. Agreement:

The successful firms shall have to execute an agreement in the prescribed format within seven days from the date of issuance of Letter of Intent.

7. 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, then the bidder has alternate firm/ courts for dispute resolution within the Jurisdiction of UT of J&K.

8. Submission of offer

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

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

10. 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.

11. The Purchase committee, after the approval of Managing Director, JK ADICL reserves the right to accept or reject any tender, part of a tender or all tenders without assigning any reason thereof.

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

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

14. Corporation reserves the right to carry out market survey also to assess the highest market rate. However, the highest market rate shall be offered to highest bidder.

15. Qualification conditions for Bidding:

Bidder should have experience of handling of Refrigerated Truck duly obtained from Manufacturer/PSU/Govt. Dept. /Public Ltd. Company/Private Limited Company dealing in the field of fruits, vegetables or any other Agricultural related commodity.

16. 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

17. 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.

18. Period of Contract

- (i) The Contract shall remain in force for a period of one financial year from the date of the acceptance letter or such later date as may be decided by the Managing Director.
- (ii) The Managing Director 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 Managing Director under this clause shall be final, conclusive and binding on the Contractor.

19. 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.

20. Specified:

- a) 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 material being transported by them.

- b) The contactor shall be responsible for all on road expenditure like fuel, Toll Tax, Repair, Maintenance etc.
- c) The vehicle shall be handed over back to the Corporation in good working condition after expiring of the contract period.
- d) Any damage to the vehicle due to accident, etc shall be made good by the contractor.

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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. Divisional Manager, P&S, Kashmir for kind information.