

**J&K Agro Industries Development Corporation Ltd. Gole Pully,
Talab Tillo Jammu.**

E-mail Id – dmjkagrojammu@gmail.com

E NIT No .73 of 2021-22 JK Agro

E-NIT NO: -Agro/DM/5568-69

DATED:- 15.12.2021

For and on behalf of J&K Agro Industries Corporation Ltd, Managing Director JK AIDCL, invites online e-bids in two (02) cover system from the registered consultants for preparation of DPRs of various projects of the corporation on Annual Rate Contract basis.

J&K Agro Industries Development Corporation Ltd is Government Company engaged in various Agriculture Activities and creation of allied Agriculture Infrastructure like Cold Store, Ware-House, Ripening Chamber, Grading and Processing like Food Processing Plants etc.

In order to setup Agriculture related infrastructure, Corporation needs the services of consultant on its panel for preparation DPRs, preparation of tender documents, Project Monitoring and project execution etc. The Corporation intends to hire services of consultants on Annual Rate Contract basis and accordingly inviting offers from registered consultants.

S. No	Name of the Work	Tender Cost (in Rs)	Earnest Money (in Rs)
1.	Consultancy Services	3,000/-	50,000/-

1. The tender documents with conditions of contract and other details can be seen/ downloaded from the Govt. website “ www.jktenders.gov.in” as per below:

1	Date of Issue of NIT	15.12.2021
2	Period of downloading of bidder documents	From 15.12.2021 to 27.12.2021 till 12:00 hrs
3	Bid submission Start date	15.12.2021

4	Bid submission End date	27.12.2021 at 12:00 hrs
5	Date and time of opening of Technical bids (online)	28.12.2021 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. It is mandatory for all bidders participating to submit all documents in terms of soft copies in e-tendering website and no documents in terms of hard copies shall be entertained.
3. The bid uploaded on web-site up to due date and time be opened in the Office of MD J&K AGRO, Jammu.
4. Only tenders having the following pre-qualifications will be considered with self attested copies of:-
 - ❖ PAN/GST Registration Number.
 - ❖ Constitution of the firm/company (Registration Certificate thereof).
 - ❖ Should have well experienced team for carrying out the consultancy work. Details of the team members proposed to be deployed for the consultancy work should be provided.
5. (i) Bidders should not be blacklisted by any central/ any state Govt/PSU or any Govt. Institution in India for last three years (self attested undertaking).
 - (ii) Submission of an affidavit certifying the genuineness of the documents and information regarding any current Litigation if any, in which the consultant/agency/firm is involved.
6. The bidders are required to submit their offers as per below:
 - (i) Cover- I will contain:** Scanned copies of following documents:
 - (a) copy of demand draft towards cost of tender document in favour of MD J&K AGRO Industries Development Corporation Ltd.
 - (b) Bank Document in respect of Earnest Money Deposit (CDR/FDR) pledged to MD J&K AGRO Industries Development Corporation Ltd.
 - (c) Pre-qualifications documents as listed above.
 - (d) Undertaking that all the terms and conditions/ terms as per various annexure are accepted & should be, duly signed by authorized signatory of the bidder.
 - (ii) Cover-II shall contain following:**

- (a) The price quoted shall be inclusive of all taxes and levies.
 - (b) The bid for the consultancy shall remain valid for a period of one year from the date of opening of bids.
 - (c) The complete bidding process will be online.
 - (d) The financial bid shall be opened online in the office of MD J&K AGRO, Jammu only after evaluation of technical bid of those bidders who qualify pre bid qualification process.
7. The earnest money shall be forfeited, If:-
- a) Any bidder withdraws his/her bid during the period of bid validity or make any modifications in the terms and conditions of the bid.
 - b) Bidder i.e. consultant/firm/agency fails to execute the agreement within fifteen(15) days after fixation of contract.
8. Bidders are advised not to make any change in contents of the tender document. The bid downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as its contains.
9. Bidders are advised to use “MY Documents” area in their user ID on tendering portal to store such documents as are required.
10. The cost of tender documents is non-refundable.
11. Any e-bid found to have been submitted by the consultant by furnishing false information to the corporation shall be cancelled and the firm/consultant/ agency shall be penalized as and when it comes to the notice of the corporation even during the currency of the contract.

Dr Arun Manhas
Managing Director
JK Argo Industries
Development Corp.Ltd.

General Terms and Conditions of E NIT No. 73 Dt 15.12.2021

- 1. Earnest money/ Security Deposit:** The Successful bidder/ L1 bidder shall have to furnish the Performance Security of Rs 50,000/- in shape of CDR/FDR before issuance of LOI (Letter of Intent). In case of L-1 failing to provide performance security of Rs 50,000/- for the works within 7 days after being notified, his bid shall be cancelled. The EMD will be forfeited by the corporation without any further notice to the bidder if:

- (a) The bidder indulges in any undesirable/ illegal practices.
 - (b) The bidder during the “e-tender” validity period backs out from his offer or modifies the terms and conditions thereof in the manner not acceptable to MD JK AIDCL.
 - (c) The progress/ services of the Consultant till completion of consultancy is unsatisfactory.
 - (d) The bidder has been blacklisted by any Govt/ Semi Govt organization.
- 2. Validity of e-Tender:** The “e-tender” shall be valid for 01 year from the date of opening of Price Bid. “e-tender” not kept valid for 01 year as aforesaid shall be rejected.
- 3. Acceptance:** The Authorities of JK AIDCL reserves the rights to Reject or Accept or Cancel any or all the “e-tender” in part or in full, without assigning any reason thereof.
- 4.** For any typographical error or omission in the various conditions and contents of this “e-tender” document, the interpretations as given by the MD JK AIDCL or his authorized person will be final and binding upon the bidder.
- 5.** The party shall keep lower the project cost as reasonably practicable without compromising the specifications.
- 6. Prices:** The financial offer (professional fee) should be as per the bid document enclosed. Prices quoted shall be inclusive of all taxes whatsoever chargeable. Whatever taxes as per GST rules shall be deducted at source as per laws if applicable. Any information and details of such laws/rules shall be the responsibility of the consultant.
- 7.** The work submission of drawings/designs/estimates and other auxiliary works including revision wherever necessary shall be completed by consultant in time having regard to the desirable of speedy execution of work without any extra payment.
- 8. Civil Suit / Legal Remedy:** All legal proceedings in connection with the "e-tender" will be subject to the jurisdiction of Courts of Jammu.
- 9. Tenderer To Visit Site:-** Intending consultants/agencies/firms are advised to visit the site, copy of the DPR of the proposed project in detail, and make themselves familiar with the job requirements, site conditions and their fitting conditions as well and contents of the "e-tender" documents as the same shall govern the contract and bind the consultant to perform in accordance with the contract for achieving the results of the job to the satisfaction of the department.
- 10. Expenses for Tendering:** The consultant shall not be entitled to any claim towards expenses incurred incidental to the submission of the “e-tender” or subsequent evaluation/clarification or meetings with the J&K AGRO officials/authorities in respect of this “e-tender” thereof.

- 11. QUANTITIES OF WORK**:- The items essential to complete the consultancy work are deemed to be included in the job under the Scope of work.
- 12.** The lowest bidder/ Consultant will be required to coordinate with various agencies to respond to the technical queries raised by them in respect of Projects/ DPR being handled by the lowest bidder/ Consultant.
- 13.** The lowest bidder/ Consultant shall convey the name and mobile nos. of Engineers and other officers posted on the awarded project.
- 14.** The lowest bidder/ Consultant shall assist in arbitration and litigation cases that may arise out of contracts. The lowest bidder/ Consultant shall also assist in replying to the Audit paras.
- 15.** The lowest bidder/ Consultant must have an established design office in India and preferably in Jammu, UT of J&K. Relevant address proof needs to be submitted online with the Bid.
- 16.** The lowest bidder/ Consultant shall assist for obtaining statutory approvals/ sanctions from the relevant authorities such as Municipal Corporations, State Govt., Electricity Board, PWD, Revenue Deptt., Fire Deptt., Local Authorities etc. wherever required.
- 17. Written Agreement Covering Contract**: The successful consultant / agency/ firm shall have to an agreement on non-judicial stamp paper within fifteen (15) days from the date of issue of allotment Order. The written Instrument of Agreement governing the contract to be entered into between the J&K AGRO and the successful consultant shall in all respects be deemed, and shall be construed to operate as an Indian contract in conformity with laws applicable in UT of Jammu and Kashmir and shall be subjected to the jurisdiction of the courts in (Jammu and Kashmir) Srinagar/Jammu only.
- 18. Submission of Drawing/ other documents**: The successful consultant/agency/firm shall supply, a complete set of design, drawings, technical data, estimates etc both in soft and hard copies.
- 19. Tools and Tackles**: The successful consultant has to arrange all tools and tackles, other arrangements required for completion of the job.
- 20. Accommodation and other Facilities**: The consultant/firm/agency shall at his own expenses make arrangements for accommodation for housing himself and his staff/ technicians/ and engineers during the job under Scope of work.
- 21. Labour**: The consultant shall make his own arrangements for the engagement of all type of skilled labours required for of the job under Scope of Work.
- 22. Default**: During the currency if contract in case of default, delay on the

part of consultant, the work shall be got done by JK AGRO through some other consultant at the risk and cost of the successful consultant. The time overrun shall invoke penalty against the consultant. The firm shall be blacklisted for future business with the department.

23. Conditional Tenders: Conditional e-bid shall be rejected.

24. Arbitration: If at any time, any question, difference or dispute whatsoever shall arise between the parties hereto or in relation to a part thereof, either of the parties may give to each other, notice in writing of the existence of such a question or dispute or difference and the same shall be referred for award to two arbitrators, one to be nominated by Institute and the other by the consultant , or in case of such arbitration, not agreeing then the award of an “Umpire” appointed by the arbitrators in writing before proceeding with the case. The decision of the Arbitrators/Umpire shall be final and binding upon the parties. The provisions of the J&K Arbitration Act 2002, and of the rules there under and any statutory modifications thereof shall be deemed to apply to arbitration. Such notice of existence of any question dispute or difference in connection with this contract shall be served by either party within ninety days of the beginning of such disputes, failing which all rights and claims under the contract shall be deemed to have been forfeited and absolutely barred. Upon every or any such reference the cost and incidentals to the reference and award respectively shall be at discretion of the Arbitrators/Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitor and client or as between party and party and shall direct by whom to whom and in what manner the same shall be borne and paid. The supply/work to be made/executed under the contract shall if reasonably possible, continue during arbitration proceedings and no payment due from or payable by the Corporation shall be with held on account of such proceedings except to the extent which may be in dispute, jurisdiction for all arbitration cases or legal cases shall be of Srinagar/Jammu (J&K) Courts only.

Divisional Manager
P&S Jammu
JK Argo Industries
Development Corp.Ltd.