

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

NOTICE INVITING E-TENDER (Short Term)

E NIT No: 81 of 2021-22 JK AGRO

NIT NO: -Agro/ MD/3268-70

DATED:- 08.01.2022

For and on behalf of the Corporation, J&K Agro Industries Development Corporation Limited, the E-NIT are invited from Individuals/ Firms for **Leasing Out of 05 Chambers of 550 MT Cold Store Plant and allied infrastructures (as mentioned in the detailed terms and conditions) at Lal Mandi 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 05 Chambers of 550 MT Cold Store and Ripening Chamber at Lal Mandi on Monthly Rental Basis	Rs 1,50,000/-	Rs.5,000/- (non- refundable)	26.01.2022

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	08.01.2022
2	Period of downloading of bidder documents	10.01.2022 to 25.01.2022 till 12:00 hrs
3	Bid submission Start date	10.01.2022
4	Bid submission End date	25.01.2022 at 12:00 hrs
5	Date and time of opening of Technical bids (online)	26.01.2022 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.**
 - a) Any bidder withdraws his bid/ tender during the period of bid validity or make any Modifications in the terms and conditions of the bid.
 - b) Failure of Successful bidder to furnish the required security within the specified time limit.
 - c) Failure of Successful bidder to execute the agreement within 28 days after fixation of issuance of LOI (Issuance of Letter of Intent).

d) Successful bidder violates 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 tender document (COD)

9.2 The bidder at his own responsibility and risk should visit and examine the site (Cold Store Plant and allied infrastructures) 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.

9.5 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 Tendering Committee.

10. General conditions of contract:-

The Corporation has a 550 MT (approx) Cold Storage Plant , 03 Chamber of 15 mT each Fruit and Banana ripening chamber alongwith the allied Loading and Un-Loading infrastructure at Lalmandi Srinagar within its office complex as detailed hereunder:

- (a) 02 nos. of Cold Room of Dimensions 9.15m (length) x 7.45m (width) x 5.80m (height) with complete racking system to allow for stacking of fruits in cartons at multiple levels. The capacity of each of these Cold Rooms are estimated at 120 MT based on weight volume ratio of Apples in cartons/ box of 300kg for each cubic meter of storage space (**as per National Horticulture Board norms**). The insulation for each room is PUF panels of 80 mm thickness complete with camlocks for the walls and ceiling and PUF slab of 60 mm

thickness complete with two layers of bitumen, tarfelt etc. Sliding Doors for the Cold Rooms of 80 mm thickness of PUF of dimensions 2.40m x 2.40m.

- (b) 02 nos. Cold Room of Dimensions 9.15m (length) x 7.60m (width) x 5.80m (height) with complete racking system to allow for stacking of fruits in cartons at multiple levels. The capacity of each of these Cold Rooms are estimated at 120 MT based on weight volume ratio of Apples in cartons/ box of 300kg for each cubic meter of storage space **(as per National Horticulture Board norms)**. The insulation for each room shall be PUF panels of 80 mm thickness complete with camlocks for the walls and ceiling and PUF slab of 60 mm thickness complete with two layers of bitumen, tarfelt etc. Sliding Doors for the Cold Rooms of 80 mm thickness of PUF of dimensions 2.40m x 2.40m.
- (c) 01 no. Cold Room with Dimensions 18.3m (length) x 4.15m (width) x 2.80m (height) with arrangement of storage of Apples in cartons/ boxes will be on pallets stacked at single level. The capacity of Cold Room is estimated at 70 MT based on weight volume ratio of Apples in cartons/ box of 300kg for each cubic meter of storage space **(as per National Horticulture Board norms)**. The insulation is PUF panels of 80 mm thickness complete with camlocks for the walls and ceiling and PUF slab of 60 mm thickness complete with two layers of bitumen, tarfelt etc. Sliding Doors for the Cold Rooms of 80 mm thickness of PUF of dimensions 1.80m x 2.0m (height).
- (d) Ante-chamber with temperature control measuring 18.3m (length) x 3.0m (width) x 3.5m (height). The capacity of ante-chamber is estimated at 50 MT based on weight volume ratio of Apples in cartons/ box of 300kg for each cubic meter of storage space **(as per National Horticulture Board norms)**.
- (e) Loading-Unloading-Grading-Packing Area measuring 26.17m x 6.00m in the front and the facility of Loading-Unloading-Grading-Packing at the back end of the premises.
- (f) Plant Room measuring 13.12m x 4.83m for Electrical Panel and Genset etc.
- (g) Office area covering administration, accounts and manager room.
- (h) Dedicated Access Road with gated entry to the Cold Store.
- (i) 250 KVA Gen Set.
- (j) 45 MT (Three Chambers of 15 MT each of Banana and Fruit Ripening Chamber)

The Corporation is interested in leasing out the above mentioned Cold Storage Plant & Ripening Chamber with the allied Infrastructure on monthly rental/ lease basis to the interested firm/ individual/ company. Ripening Chamber is under Construction and will be handed over as and when completed. However, bidder has to quote the bid for both Cold Store and Ripening Chamber.

1. The interested bidder shall quote their highest bid for taking over the above mentioned infrastructure on monthly rental basis as per the BOQ.
2. The minimum reserve price for Cold Rooms (5 Cold Rooms and 01 Ante-Chamber) is Rs 5,00,000/- per month and for Banana Ripening Chamber is Rs 1,00,000/- per month.

*Note: Rental for the Ripening Chamber would commence only after the Handing over of the said premises to the highest bidder.

3. Three month rental shall be paid in advance as “security deposit”, which shall be returned on termination of the contract.
4. The Lease Rental should be paid in advance as on 1st of every month with one month rental to be paid on signing of the agreement. Any delay in payment of the due lease rental shall attract default interest of 18% per annum.
5. Continuous default for 02 months in payment of rent shall result in termination of the Contract and the Corporation reserves the right to take over the Cold Storage and Allied Infrastructure alongwith the material stored therein.
6. The contractor/lessee shall not sublease the Cold Store, Ripening Chamber & Allied Infrastructure to any 3rd Party. The contractor shall follow all the rules and regulations, by-laws set by the local authorities in respect of the operation of said infrastructure (Cold Store, Ripening Chamber & Allied Infrastructure) and shall not get involved in any illegal activities in the said premises.
7. The contractor shall not carry out any construction, modification, erection etc. in the said premises leased out in the contract.
8. The contractor shall keep the premises clean and in working condition always and shall not involve in any activities that causes problem to the neigbhours.
9. The infrastructure will be handed over to the Highest Bidder on finalization of the contract by the committee of the officers constituted for the said purpose in good running condition.
10. The infrastructure alongwith the allied equipments shall be handed back by the selected bidder to the Corporation through a committee constituted for the said purpose. The damage/ loss/ deficiencies etc. found while taking back the infrastructure shall be made good by the selected bidder on completion of lease period.
11. Conditional offers shall not be entertained.
12. Validity of Bid:-

The Bid quoted by the bidder shall remain valid for two months.

13. Agreement:
The successful bidders shall have to execute an agreement in the prescribed format within seven days from the date of issuance of Letter of Intent.
14. The Corporation shall have the right to inspect the Cold Store and Allied Infrastructure leased out under the Contract at any time during the Contract Period.
15. Managing Director, JK AIDCL reserve the right to accept or reject any or all tenders in part or full without assigning any reason thereof.
16. 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.
17. The bidder must also submit a soft copy of its latest Income Tax/GST Clearance Certificate
18. Tender without payment of tender cost shall be rejected.

19. 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.

20. 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

21. 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.

22. Period of Contract

(i) The Contract shall remain in force for a period of 12 months from the date of the acceptance letter. The contract is extendable to another 24 months with 10% increase in the current lease rent. No further extension shall be allotted after total period of 36 months.

(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.

23. Recovery of losses suffered by the Corporation

(iii) 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 and 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.

(iv) 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.

24. Specified:

- a) The Contractor shall be liable to obtain Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the Cold Store and material stored therein due to natural calamity.
- b) The contractor shall be responsible for all the expenditure like fuel, electricity, repair, maintenance, manpower etc.
- c) The Cold Store shall be handed over back to the Corporation in good working condition after expiring of the contract period.
- d) Any damage to the Cold Store due to accident, etc shall be made good by the contractor.

25. 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 forum/ courts for dispute resolution within the Jurisdiction of UT of J&K.

26. 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.

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Managing Director

J&K Agro Ind. Dev. Corpn. Ltd.

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.