

**J&K State Agro Industries Development Corporation Ltd. Lalmandi, Srinagar**

**Notice Inviting “EXPRESSION OF INTEREST”**

**Gist of e-NIT NO. 06 OF 2018-19 Dated. 10 .09.2018**

For and on behalf of J&K AGRO Industries Corporation Ltd, Managing Director (MD) JK AGRO Industries, Srinagar, invites online e-bids in two (02) cover system from the experienced and competent consultants/agencies/firms having expertise as per details below:

J&K State Agro Industries Development Corporation Limited has a 4000 Mts. Cold Storage Plant at 13-14 Lawrence Road Delhi. The Corporation proposes to renovate the existing plant and also create additional cold store capacity of around 5000 Mts on the vacant land. The additional capacity is proposed to be utilized for chilled and frozen store for fruits and vegetables in palletized form for domestic and export market. Further other support services infrastructure including refrigerator trucks is also proposed to be created with approximate project cost of **Rs. 1670.00 lacs**.

In order to execute the above works, the DPR stands prepared by the corporation and is available at Corporation Lawrence road Delhi office for examination by interested bidders. Corporation proposes to hire consultants to prepare complete detailed drawing, design and specification of tender documents. Providing of complete consultancy services from the stage of preparation of tender documents, evaluation of tenders, supervision of works and successful commissioning of the project.

S.No	Name of the Work	Cost of T/Doc (In Rs)	Earnest Money (In Rs)	Time of Completion of project (In days)
1.	Consultancy Services for Design/Modification/Up-gradation of existing common facility centre at New Delhi (13-14 Lawrence road New Delhi )	2000/-	Rs50,000/-	60 days

1. The Tender document Consisting of qualifying information, eligibility criteria and set of terms and conditions of contract and other details can be seen/downloaded from the Govt. website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per below;

i.	Publishing Date	12-09-2018	09:00 A.M.
ii.	Document Sale Start Date	13-09-2018	09:00 A.M.
iii.	Document Sale End Date	15-10-2018	06:00 P.M.
iv.	Bid Submission Start Date	14-09-2018	09:00 A.M.
v.	Bid Submission End Date	15-10-2018	06:00 P.M.
vi.	Bid Opening Date	16-10-2018	10:00 A.M.

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. However, lowest bidder will be called for submission of CDR/FDR as well as DD and CDR/FDR of the other participating tenderers/ bidders will be released only after surrender of DD.
3. The bid uploaded on the Web Site up to due date and time and will be opened in the Office of MD J&K AGRO, Lalmandi, Srinagar.
4. Only tenders having the following pre-qualifications will be considered with Self attested copies of:-
  - (i) Authentic/Audited copies of last three years of the GST and IT Returns.
  - (ii) PAN/GST Registration Number.
  - (iii) Experience of having successfully provided consultancy service covering preparation of DPR, detailed plans, drawings, estimates, tender, project supervision and management for cold storage. Consultant should provide references and work orders/completion certificates of five projects undertaken in last five years to any Government/ Semi- Government Department/Organization of same type/nature, certified by the competent authority of not less than the rank of HOD during last 5 years up to minimum of three projects of not less than Rs: 10.00 crores of DPR amount of single project each.
  - (iv) Constitution of the firm/ company (Registration Certificate thereof).
  - (v) Details of consultancy engagement during the last 5 years to various Govt/ Pvt Organization.
  - (vi) List of clients along with contact details.
  - (vii) Minimum experience 20 years in the field of experience in the field of providing consulting services for setting up cold storage of fruits, vegetables etc.
  - (viii) 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) Bidder 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 favor of MD J&K AGRO, Sgr.

- b) Bank Document in respect of Earnest money deposit (CDR/FDR) pledged to MD J&K AGRO, Sgr.
- 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:***

1. The price quoted shall be inclusive of all taxes and levies.
2. The bid for the consultancy shall remain valid for a period of one year from the date of opening of bids.
3. The complete bidding process will be online.
4. The Financial bid shall be opened online in the Office of MD J&K AGRO, Srinagar only after evaluation of technical bid of those builders who qualify pre bid qualification process.
5. The earnest money shall be forfeited, If:-
  - a) Any bidder withdraws his 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.
6. Bidders are advised not to make any change in contents of the tender documents. 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 it contains.
7. Bidders are advised to use "My Documents" area in their user ID on National tendering portal to store such documents as are required.
8. The cost of tender documents is non-refundable.
9. Any EOI found to have been submitted by the consultant/firm/agency 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.

**Managing Director  
J&K State Agro Industries  
Development Corporation Ltd Sgr.**

**GENERAL TERMS AND CONDITIONS GIST OF E-NIT NO. 06OF 2018-19 DATED 10.09.2018**

**1. EARNEST MONEY/SECURITY DEPOSIT:-**

Earnest money in the shape of CDR/FDR for an amount of **Rs 50,000./=(Rupees fifty thousand only)** drawn from any nationalized/scheduled bank shall be pledged to MD J&K AGRO, Srinagar. The successful bidder shall have deposit an additional amount of Rs. 200000.00 (Rs Two Lacs) before allotment of work. The earnest money deposited (EMD) by the un-successful bidders shall be released within 30 days after award/finalization of contract and the EMD of the successful contractor shall be kept as security deposit till completion of the Work. No interest on EMD shall be allowed in any case. "Expression of interest" without EMD or part EMD shall not be entertained. The EMD shall be forfeited by J&K AGRO without any further notice to the bidder due to following reasons:

- i. The tenderer/consultant/agency/Firm indulges in any undesirable practice.
- ii. The bidder during the "Expression of interest" validity period backs out from his offer or modifies the terms & conditions thereof in the manner not acceptable to the MD J&K AGRO.
- iii. The progress/service of consultant till completion of consultancy is unsatisfactory.
- iv. The bidder has been blacklisted by any Government/Semi government organization.

2. **VALIDITY OF "EXPRESSION OF INTEREST"**:-The "Expression of interest" shall be valid for one (01) year from the date of opening of price bid. "Expression of interest" not kept valid for One year as aforesaid shall be rejected.

3. **ACCEPTANCE**:-The authorities of J&K AGRO, Srinagar, reserve the right to reject or accept or cancel any or all "Expression of interest" 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 "Expression of interest" document, the interpretation as given by the MD J&K AGRO, Srinagar 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 only in percentage basis of total actual cost. 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/agency/firm. The outside State consultants / agencies / firms are requested to be well informed about the tax regime of the J&K State Government before quoting in the "Expression of interest".

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.
8. Supervision shall be carried by J&K AGRO through its own Engineering staff who will also measure the work and satisfy the payments to be made to the contractors, which does not form part of consultants scope of work. The consultant shall give such periodical supervision and inspection as may be necessary and on call to ensure that the works are being executed in general and in accordance with the working drawings.
9. The consultant or his authorized representative will satisfy that the correct design and drawings has been followed and proper workman ship obtained.
10. The consultant backing out or failing the terms and conditions, the J&K AGRO authorities will be at liberty to terminate the contract after giving one month's notice and the consultant will be entitled to the fee to the extent, which will be decided by the competent Authority after ascertaining all parameters of the case considering the extent of work done and not done by the consultant.
11. Deviation beyond 5% in the BOQ furnished by consultant shall be at sole responsibility of the consultant.

**12. Payment / Consultancy Fee:**

1. The consultancy fee for each stage of work will be on the basis of percentage quoted by consultant, of built up cost of the works (Final completed cost of the project) plus GST.
2. The fees shall be calculated on the value of gross value of works done by the contractors, including price escalation, variations during execution, if any.
3. The payment for completion of detailed engineering, design, submission of tender documents or BOQ for invitation of tender, shall be paid @ quoted percentage of the awarded value of the contract or estimated cost as vetted by JK Agro . However, finally the same shall be paid @ quote percentage of built up cost, i.e. the same shall be finally adjusted as per the built up cost (final copleted cost of the project) which may be higher or lower than the originally awarded contract value.
4. Payment for completion of construction management fee shall be paid @ quoted percentage of the work value executed by the contractor, as certified and paid to the contractor. Consultant can raise bill for quoted percentage payments towards project supervision & execution as per the value of the Running Account bill or final bill paid to contractor.
5. The total PMC fee paid, as per above, shall be quoted percentage of the final value of the work executed by the contractor i.e. built-up cost (final completed cost of the project) + GST.

6. Any increase in GST shall also be paid as per applicable rates.
7. Fee will be paid on receipt of the bill raised by Consultant, after payment to the contractor.
8. Like Contractor's bill, Consultant shall also submit their bill for payment through Measurement books, to avoid missing of any PMC bills as well as tracking payments, including keeping it as a permanent record.

13.10% of allotted amount shall be released after 12 months from the date of successful commissioning of all components of the project.

14. **CIVIL, SUIT / LEGAL REMEDY:** All legal proceedings in connection with the "Expression of interest" will be subject to the jurisdiction of Courts of Srinagar City only.

**15. TENDERER TO VISIT SITE:-**

Intending consultants/agencies/firms are advised to visit the site, study the "Expression of interest" document and 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 "Expression of interest" 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. **The contact person for site visit designated by corporation is Mr Abhinave Baleaya , Divisional Manager, Cell No: 09891023410.**

16. **EXPENSES FOR TENDERING:-**The consultant shall not be entitled to any claim towards expenses incurred incidental to the submission of the "Expression of interest" or subsequent evaluation/clarification or meetings with the J&K AGRO officials/authorities in respect of this "Expression of interest" thereof.

17. **QUANTITIES OF WORK:-** The items essential to complete the consultancy work are deemed to be included in the job under the Scope of work.

18. **WRITTEN AGREEMENT COVERING CONTRACT:-**The successful consultant/agency/firm shall have to execute 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 Jammu and Kashmir state and shall be subjected to the jurisdiction of the courts in (Jammu and Kashmir) Srinagar

only.

19. **Submission of Drawings / and 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.. The hard copies have to be handed over to the Engineer-In-charge in triplicate.
20. **TOOLS AND TACKLES:-**The successful consultant has to arrange all tools and tackles, other arrangements required for completion of the job.
21. **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.
22. **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. No workman below the age of 18 years shall be employed on the works. Also the consultant shall comply with the provisions of all labour laws and rules framed there under at his own cost. However it shall be binding on the consultant to have skilled staff dedicated for the work and must ensure they are not shifted to other works until allotted work is completed. The consultant must remain in touch with MD J&K AGRO and Engineer In-charge and other technical staff by providing Phone number and other correspondence details.
23. **OFFICE:-**The consultant shall possess an office, the full address of the same has to be provided to which the J&K AGRO may send communication/instructions.
24. **DEFAULT:-** During the currency of contract in case of default, delay on the part of consultant, the work shall be got done by J&K AGRO through some other consultant at the risk and cost of the successful consultant. The time over run shall invoke penalty against the consultant. The firm shall be blacklisted for future business with the department.
25. **CONDITIONAL TENDERS:-**Conditional EOI shall be rejected.
26. **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 government 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 (J&K) Courts only.

**Managing Director  
J&K State Agro Industries  
Development Corporation Ltd Sgr.**



**J&K State Agro Industries Development Corporation Ltd. Lalmandi, Srinagar**

**Annexure 'A' to e-NIT 06 of 2018-19 Dt:- 10 - 09-2018**

**Details of the Job:**

J&K State AGRO Industries Corporation Ltd. Srinagar Kashmir desires to Modify /upgrade/Design the existing common facility centre at Delhi along with its adjacent Buildings which may comprise of following: (Approx. Project cost 1670.00 lacs)

- i. Cold store facility
- ii. Support services and infrastructure ,material handling and storage facility
- iii. Various Mechanical Works
- iv. Various Civil Works
- v. Various Electrical Works

***Note: The consultant/agency/Firm shall take into account Guidelines/rules/regulations of NBC/HBC/NCR Delhi, while preparing Tender Documents/Drawings.***

**ENGAGEMENT OF CONSULTANT FOR PROVIDING EXPERT SERVICES OF DETAILED ENGINEERING AND PROJECT SUPERVISION (PMC) FOR UPGRADATION & EXPANSION OF COLD STORE PROJECT AT DELHI**

**SCOPE OF WORK**

1. UP-GRADATION OF EXISTING COLD STORE OF 4,000 MT AT B-13 & 14 LAWRENCE ROAD DELHI COVERING CIVIL WORKS, ELECTRICAL WORKS, INSULATION, REFRIGERATION SYSTEM, HUMIDIFICATION AND ALLIED WORKS.
2. DEVELOPMENT OF ADDITIONAL CHILLED & FROZEN COLD ROOMS IN OPEN LAND AS PER LATEST FAR RULES UNDER DELHI MASTERPLAN COVERING CIVIL STRUCTURE WITH PEB (PRE-ENGINEERED BUILDING), ELECTRICAL WORKS, INSULATION, REFRIGERATION SYSTEM, HUMIDIFICATION, TRUCK DOCK SYSTEM & ALLIED WORKS
3. ANCILLARY EQUIPMENT INCLUDING MATERIAL HANDLING EQUIPMENT, MEZZANINE & RACKING SYSTEM IN COLD ROOMS
4. PLANNING & DESIGN OF FIRE DETECTION & FIGHTING SYSTEM
5. INTERNAL & EXTERNAL ELECTRICAL WORKS FOR FACILITY
6. CIVIL, ELECTRICAL, PLUMBING ETC. WORKS FOR OFFICE BLOCK & SITE DEVELOPMENT

## **OBLIGATION OF CONSULTANT:**

Consultant is expected to carry out the following activities in relation to the project:-

### Pre-Construction Phase (Stage 1):

- a) Topographical Survey, if not already done and preparation of plans before taking up Detailed Engineering
- b) Geo-Technical investigation to be carried out as per site requirement
- c) Finalization of Conceptual Plan after Topographical Survey & Geo-Technical investigation. The conceptual plan indicating built-up area (existing & proposed) should be prepared after detailed consideration of the latest FAR available under the latest Masterplan in consultation with DDA.
- d) Architectural, Structural Design & drawings as per the scope of work and approved concept plan. In case of Pre-Engineered Building, checking of design submitted by contractor and their approval
- e) Preparation of service drawings i.e. plumbing, water supply, sewerage system, storm water drainage, parking and road
- f) Preparation of external and internal electrification layouts and calculation of total requirement of electric load for the facility under construction and enhancements of electrical load in case of existing facility
- g) Planning and designing refrigeration systems for various cold chambers, including detailed drawings, specifications of all equipment
- h) Planning and designing fire detection, fire fighting system for the building, wherever required.
- i) Preparation of Detailed Estimates, BOQ, tender drawings, tender documents alongwith tender conditions, specifications and their approvals for calling tender by JK Agro for each package(s)
- j) Issue of four sets of “ Good For Construction” working/ detailed drawings for execution of works
- k) Revision of drawings, if required, due to site conditions or changes in site location requiring re-preparation / revision of proposal/ drawings etc.

- l) Assist JK Agro for obtaining statutory approvals/ sanctions from the relevant authorities such as Municipal Corporation, State Government, Electricity Board, PWD, Revenue Department, Fire Department, Local Authorities etc. wherever required.
- m) Develop various plans for submission to other organizations for obtaining their approvals.
- n) Assist JK Agro to obtain approval from Forest Department for tree cutting, wherever required.
- o) Assist JK Agro to obtain pollution clearance wherever required.
- p) Make site visits at own expense to familiarize with site conditions and to carry out the scope of works

Project Management Phase (Stage 2):

- a) Construction Management of Site covering
  - i. Project Management and monitoring, to ensure timely completion of the work
  - ii. Submission of monthly progress report, detailing the physical progress of work
  - iii. For day to day supervision and management of site works, including quality control, Consultant shall deploy adequate and competent manpower at construction site. Consultant will convey the name and mobile no of engineer and other officer posted on the awarded project.
  - iv. Maintenance of site records as per the rules and regulations of Government.
  - v. Certification of contractor's bills as per extant norms including recording of test checks as necessary.
  - vi. Monitoring of adherence, by the contractor, to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
  - vii. Issue of work completion certificate after successful completion of construction work in parts or full, after the joint survey of JK Agro and Contractor.
  - viii. Co-ordination and liaison with various outside agencies and with officials of JK Agro for expeditious and hindrance free/ smooth execution of work

- b) Performance, Testing & Commissioning
- i. All Building Plans
  - ii. Pressure testing of refrigeration system
  - iii. Leakage test for cold rooms
  - iv. Measurement of insulation resistance values of HT & LT electrical system
  - v. Final performance tests for all equipment
  - vi. Issue of test certificate and “as fitted / completion drawings”
  - vii. Availability of operation maintenance and service
  - viii. Final handing over to JK Agro

**EXPERIENCE OF CONSULTANT:**

As per Clause 4 (iii) to 4 (Viii) of tender documents.

**PAYMENT TERMS:**

- Part -1 Detailed topographical & contour survey, Geo-Technical investigation, preparation of conceptual & detailed plans, detailed estimates, BOQ and / or tender document, technical specification, special conditions etc. as per requirements – 50% of total fee of Stage 1.
- Part-2 Architectural & Structural design, detailed drawings good for construction etc. as per requirements – 50% of total fee of Stage 1.
- Part-3 Payment on pro-rata basis during execution of works on certified gross amount of contractor’s bill for PMC – 90% of total fee of Stage 2
- Part – 4 Issue of completion certificate of the project after its successful completion and submission of two sets of completion drawing (corrected) for completed works of each package and one complete set of soft copies of drawings and plan, wherever available – 105 of total fee of Stage 2.

**Managing Director,  
J&K State Agro  
Industries Development Corporation**

Annexure 'C' to e-NIT: 06 of 2018-19 Dt:- 10 -09 -2018COMMERCIAL TERMS AND CONDITIONS

S. No	Particulars	NIT requirements	Bidders' Confirmation
1	Prices	Prices quoted F.O.R. up gradation/ modification of existing common facility centre at New Delhi and its extension to the adjacent Buildings shall be inclusive of all Taxes/GST.	
2	Validity of offer	365 days from the date of opening of price bid.	
3	Completion period	(45) days from the date of issuance of LOI or Allotment Order, whichever is earlier.	
5	Deduction of Taxes	Any tax as applicable under GST rules shall be deducted at source.	
6	Earnest Money Deposit	<b>Rs 50,000/=(Rupees fifty thousand only)</b> in the shape of CDR/FDR drawn from a scheduled/ Nationalized Bank, pledged to MD J&K AGRO shall be retained by the department in case of the successful bidder. The same shall be released after Guarantee/Warranty period of the system is over.	

**Managing Director,  
J&K State Agro  
Industries Development Corporation  
Srinagar**