



J&K Agro Industries Development Corporation Limited

Regional Office :Gole Pully, Talab Tillo, Jammu. Ph No: 0191-2505749

Head Office :Agro Complex, LalMandi Srinagar. Ph No: 0194-2311732

Delhi Office :B-13 & 14, Lawrence Road, Delhi-110035, Ph No : 011-27182127

Website: www.jkagro.com, **E-mail :** md@jkagro.com, dmjkagrojammu@gmail.com



E-NIT No. 43 of 2023-24 Dated: 04.09.2023

Managing Director, JK AIDCL, invites e-tenders under “Two Cover System” from Reputed/Registered Consulting Agencies with details as per Tender Document. The Selection of the Consultants will be done as per “Least Cost System” (LCS).

The ‘Bidding Document’ consisting of information regarding the Scope of work, Eligibility Criteria, Submittals, etc., of contract can be seen/downloaded from the J&K govt. web portal www.jktenders.gov.in

The details of the e-Tender are as following :-

S. No.	Name of Work	Estimate Cost of Project (in lacs)	Time Period	Tender Fee	EMD
1	Consulting Agencies for Project Management and Supervision of “Construction of Boundary Wall and Upgradation of Cattle Feed Plant at Bari Brahmana”	499.00	365 days	2360	50000

Cost of Tender document (Non-refundable)	Rs 2360/-(to be deposited in J&K Bank account No. Acc No CD-0097010100000962 , IFSC Code- JAKA0TNHALL and the receipt of the same has to be uploaded)
Date for applying of tender	04.09.2023 to 18.09.2023 upto 16:00 hrs
Pre-Bid Meeting Date	14.09.2023 12:00 hrs
Last Date and Time of submission of tender	18.09.2023 upto 16:00 hrs
Date and Time of opening of Technical Bid	19.09.2023 at 15:00 hrs
Date and Time of opening of Financial Bid	After the complete Technical Evaluation of documents of all participated bidders
Place of opening tender	Office of JK AIDCL at Talab Tillo Jammu
For Queries Contact	Iftikhar Manhas, Deputy Manager Projects, Ph 9622013136

E-NIT NO: -Agro/DM/PSJ/3123-26

DATED:-.04.09.2023

Sd/-
Member Secretary,
Central Purchase Committee
JK AIDCL



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1. General Instructions regarding e-tendering process:-

- a. Bidders are advised to download Bid submission manual from the download option as well as from the Bidders Manual Kit on the web site www.jktenders.gov.in so as to acquaint themselves with the Bid submission process.
- b. To participate in the bidding process, 'Bidders' have to get Digital Signature Certificate (DSC) as per Information Technology Act 2000. Bidders can get DSC from any approved vendors.
- c. Bidders have to submit their Bids online in electronic format with Digital Signatures.
- d. Bids shall be opened online as per the date & schedule mentioned as above.
- e. Bidders must ensure to upload scanned copy of all necessary documents like CDR//DD/Bank receipt and Performance Security (if any).
- f. The Corporation shall not be responsible for delay in online submission due to any reasons.
- g. 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 of responsive bidders shall be opened online on same website in the office of Managing Director JK AIDCL Ltd. (Tender receiving authority).
- h. Tender Inviting Authority reserves the right not to accept the lowest bid or any other bid or to reject all bids without assigning any reason.**
- i. Conditional Bids will be rejected straight away. Bids which the Corporation may declare ambiguous beyond reasonable comprehension would also be rejected summarily.
- j. The rates should be quoted in Percentage (%age) of total value of one Proposed Project in Financial Bid (in prescribed BoQ Format), inclusive of all taxes, levies etc. The Prescribed BOQ Format must not under any circumstances be altered, which might attract disqualification from the competition.**
- ~~k.~~ All correspondence in connection with offer shall be addressed to Managing Director, J&K Agro Industries Development Corporation Limited, Gole Pully, Talab Tillo, Jammu email: md@jkagro.com.



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1. Complete tender must be submitted online on time mentioned above“ Any Delayed Tender / Late Tender / Post Tender which received after specified date and time of submission of tender, shall not be opened and will be summarily rejected”.

m. Earnest Money Deposit (EMD)

Earnest money amounting to Rs 0.50 lacs in the form of a CDR/FDR/NEFT from any scheduled Bank in favour of Managing Director, J&K Agro Industries Development Corporation Limited must accompany the tender. Without prescribed earnest money, the tender shall be summarily rejected. Exemptions for SME registered entities will be applicable.

- n. Technical Bid will be opened at 16:00 hrs on 20.09.2023. In case 19.09.2023 is declared a public holiday the offer will be opened at the same time on the next working day.

o. Eligibility Criteria:

Following will be the minimum pre-qualification criteria. Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and Financial Bid will not be evaluated.

S.No.	Pre-qualification Criteria	Supporting Compliance document
1.	The applicant shall be a firm /company/partnership /proprietorship firm registered under the Indian Companies Act, 1956 /the partnership Act, 1932 in the business of providing consultancy services for agri infrastructure projects of similar nature for at least 10 years as on 31.03.2023	Copy of Certificate of incorporation/ Partnership Deed and Registration certificate



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2.	The applicant should have experience of providing PMC services for similar nature projects to any government body or undertaking of State/ Central Govt or a PSU/Private Sector in the last 07 years.	Refer clause 3 of Terms and Conditions and Annexure C. Work allotment and completion certificate to be attached and uploaded (both Necessary)
3.	The Bidder should have an average annual turnover of 10 lacs (from consultancy services in the preceding three financial years ending 31 March 2023) supported by relevant audited balanced sheets.	CA certified document with name, registration number, signature and stamp
4.	The firm should not be blacklisted by any Central Govt./ State Govt./ PSU/Govt. Bodies	Undertaking signed by the Bidder
5.	PAN No. and GST Registration Certificate	Copy of Certificate to be enclosed.
6.	Other Documents as per the coloumn/ para 3 of Bid Document	Bid Document

p. Separate EMD and Tender Fee is to be deposited for each assignment.

q. No Condition/deviation which is either additional or as modification of the offer shall be included in the bids. Conditional offers shall be summarily rejected.

r. Managing Director, J & K Agro Industries Development Corporation Limited reserves the right to accept or reject any or all the offers in part or full irrespective of their being lowest, without assigning any reason.

s. Time is the essence of the contract and the work is to be completed as per the time of completion including stage completion as stipulated in the Terms & Conditions of Contract.



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- t. Period of completion of the entire work (mentioned in 1st page) starts from the 15th day after date of issue of Letter of Acceptance. However the period of completion can be extended by JK AIDCL as per the pace of the work by the contractor, due to delay in release of funds by the Government or any other reasons deemed fit by the corporation. The period of Contract of the Consultant shall also extend co-relating with the pace of the Contract Execution Time period.
- u. i) Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances be entertained. Tenders submitted with earnest money in form of cheque, Government Securities or in any form other than those specified above shall not be considered.
- ii) No interest shall be allowed on the Earnest Money.
- v. The successful tenderer/s shall be required to execute an agreement with J&K Agro Industries Development Corporation Limited in prescribed Performa within **07 days** of issue of LOA for carrying out the work as per the agreed conditions.
- w. In case the Consultant fails to sign agreement even after 07 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work.
- x. The tenderer's offer shall be valid for **120 days** from the date of submission of the offer. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws his tender before the expiry of the said period or makes any modification in terms and condition of the tender which are not acceptable, then J & K Agro Industries Development Corporation Limited. without prejudice to any other right or remedy shall be at liberty to forfeit his earnest money. The tenderer may extend the offer if desired by J & K Agro Industries Development Corporation Limited in case the tender is not finalized by the time the validity expires. A tenderer agreeing to the request will neither be required nor be permitted to modify his tender.



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y. The Tenderer/s shall not increase his/their rate in case J & K Agro Industries Development Corporation Limited negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the tenderer.

z.

- (i) Earnest money of the unsuccessful bidders will be refunded after award & acceptance of contract by successful tenderer and J & K Agro Industries Development Corporation Limited shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay any interest thereon.
- (ii) Tender without Tender Document Fees and EMD will be summarily rejected.
- (iii) J&K Agro Industries Development Corporation Limited reserves the right to shortlist any offer or reject any offer or cancel the tender altogether without assigning any reason. The decision of the Managing Director, J&K Agro Industries Development Corporation Limited will be final and cannot be challenged.

2. Terms And Conditions

- a) Submission of Bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, and of local conditions and other factors having a bearing on the execution of the work.
- b) **Tenders shall be opened on by the Standing Central Purchase Committee (SCPC) of JK AIDCL (as per the dates mentioned)** in presence of the Tenderers or their representatives who wish to remain present at the time of the opening.



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- c) The Corporation is not bound to accept the lowest Tender(s) and may reject any Tender(s) or any part of the Tender(s) or all without assigning any reason thereof.
- d) Successful Tenderer(s) shall not assign or sublet their contract or any substantial part thereof, to any other agency.
- e) The Work shall be executed by the Agency as per tendered requirements.
- f) Successful Tenderer(s) shall indemnify the Corporation against any loss or damage it might suffer on account of execution of the 'Contract'. For any legal action brought against the Corporation on that score by any aggrieved party and the encumbrances arising there from, the Agency shall be liable to entirely indemnify the Corporation.
- g) The original documents when submitted by the 'Bidders' specified in the tender document should be same as uploaded online (scanned copies) otherwise allotment will not be issued. In such an event, the tenders will be cancelled and the bidder will not be allowed to participate in any further/future tendering process in the Corporation for a period of one year.

The approved Tenderer shall be deemed to have carefully examined the T&Cs of the NIT and Tender Document. In case of any doubt regarding the meaning/interpretation of any condition, they shall refer the same to the Corporation for necessary clarifications, if any, before submitting their 'bids'.

- h) The civil courts of UT of J&K alone shall have the jurisdiction to decide all matters/disputes, if any, arising out of the implementation of 'Agreement' that shall be entered into with the successful Tenderer(s).
- i) NIT & Corrigendum will be part of the Tender Document.

3. For Experience:

Experience of having successful completed similar works during last 07 years ending last day April 2023 should be either of the following:-



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- a. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost
or
- b. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.
or
- c. One similar completed work costing not less than the amount equal to 80 % of the estimated cost.

Similar Nature work means work of establishment of any production related plant.

4. Bid Documents

All bidders shall necessarily include the following information and documents with their bids:

- i) Copy of original documents defining constitution/legal status, Company Incorporation Certificate indicating place of registration and principal place of Business, with complete address and contact details.
- ii) Copy of PAN Card and latest Income Tax Returns.
- iii) GST Registration and Latest GST return.
- iv) Copy of Cost of Tender Document Fees Receipt.
- v) All Technical Eligibility Documents as per the Tender Document.
- vi) All Financial Eligibility Documents as per the Tender Document.
- vii) All "Annexures" as per the Tender Document.
- viii) Quoted Rate in Percentage as a function of value of Project Cost.
- ix) Annexure A, B & C.

5. Scope of Work

The Scope of Works includes Project Monitoring and supervision.

- a. The Estimated Cost of the Project work is mentioned in the 1st page for which consultancy services is required. Completion period of the project starts from the 15th day after the date of issue of LOA & Consultant Services shall be till completion of



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work including maintenance period, which shall be 12 months from the date of completion of work. If construction period extend, no compensation shall be paid to Consultant.

- b. The Consultant shall deploy competent personnel for Supervision and maintain all records during execution, quality control tests and record measurements of works carried out for day-to-day work in a time bound manner. Deployment of Consultant's personnel shall be done as per extant guidelines of JK AIDCL. In case, JK AIDCL is not satisfied with the quality or conduct of Consultant personnel, JK AIDCL reserves the right to ask for the change of any or site Engineer(s), representative, Engineer-in-charge. Consultant shall not levy any extra cost for such changes. The Consultant's fee should be reasonable and should be commensurate with the scope of work and site requirement. The Corporation reserves the right to reject the L1 offer in case it is unreasonably low and do not comensurate with the scope of work, completion and qualified manpower requirement at site.
- c. Corporation shall be at liberty to ask for the credentials of the manpower posed to be deployed at site and reject the deployed manpower not found suitable for site/ work requirement.
- d. The 'Project Management Consultant' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, Stale/ Central Environmental Authorities, Forrest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc) to start the work have been obtained. The 'Corporation shall be responsible for providing all assistance to 'Project Management Consultant' in this process.
- e. 'Corporation' shall make the work site available free from encumbrances to 'Project



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Management Consultant'. 'Corporation shall also ensure Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services. 'Project Management Consultant' shall provide necessary support in this process.

- f. 'Project Management Consultant' shall permit 'Corporation to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.
- g. Project Management Consultant' shall ensure that the Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site.
- h. 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to 'Corporation in the form of CPM (Critical Path Method) Network periodically and on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account Corporation observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.
- i. PMC will go through all the relevant guidelines related to execution of such projects by the JK UT Government and as mentioned in the G.F.R 2017 (amended upto date) and will ensure 100 % compliance to such guidelines.
- j. Shall be responsible for preparation of Detailed topographical & contour survey, Geo-Technical investigation, preparation of conceptual & detailed plans, detailed estimates, BOQ and / or tender document, technical specification, special condition of tender, etc, as per requirements and Architectural & structural design, detailed drawings good for construction, etc, as per. Document with all relevant and necessary drawing compiling with DPR and the relevant Govt. of JK UT instructions and GFR 2017 (amended upto date)

Note

- a) Consultant shall make site visits at their own expenses to familiarize themselves with site conditions and to carry out the scope of works defined in aforesaid Para.

A) Project Management Stage: Construction Management of site covering



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- 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, PMC shall deploy adequate and competent manpower at construction sites as per site requirement. They will also ensure quality control at contractor's premises / plant location, if processed materials are scheduled to be supplied from outside locations, for effective project management and quality control
- iv) Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT/CPM/MS Projects sheet, with milestones. Relevant Codes Manual, DSR, JKPWD, CPWD specification, agreement copy, QAP, Testing frequency, along with special construction methodology, if any, should be available at site.
- v) For day to day supervision and management of site works, including quality control, Consultant shall deploy adequate and competent manpower of different disciplines like civil, electrical, refrigeration etc. being deputed and take prior approval before commencement of the work at construction sites as per JK AIDCL's extant guidelines. Consultant shall convey the name and mobile nos. of Engineers and other officers posted on the awarded project of JK AIDCL. Details of Project managers /site engineer should be specifically mentioned. Responsibility shall rest with regular employee & officers, of Consultant, with respect to, correctness of design & drawings, technical specification and methodology of construction and field/site supervision should be clearly defined.
- vi) Maintenance of site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions of JK AIDCL, if any.
- vii) Inspection of Project sites by the Supervisory Engineers & Project Coordinators of suitable level as per the JK AIDCL guidelines at planned intervals, along with recording of observations in the Site Order Book & other important registers, including issue of inspection notes for observations recorded during their visits of project sites, to all concerned including JK AIDCL, for compliance and information.
- viii) Certification of contractor's bills as per extant norms, including recording of test



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checks as per the JK AIDCL guidelines.

- ix) 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.
- x) Supervision and inspection of work during the construction and Defect Liability Period.
- xi) Issue of work completion certificate after successful completion of construction work in parts or full, after the joint survey of JK AIDCL and Contractor.
- xii) Defect Liability Period (DLP) shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier. Consultant shall supervise rectification works of defects noticed during the DLP. Consultant or Project In- Charge / Executive of JK AIDCL shall issue maintenance completion certificate, after successful completion of DLP. In the eventuality of Consultant not responding and organizing defects rectification works through contractor, during the DLP, matter will be reported to higher management of Consultant for timely intervention and compliance. Moreover 10% of the total fees shall be released after the completion of DLP.
- xiii) Coordination and liaison with various outside agencies and officials of:
 - a. JK AIDCL and regional offices for expeditious and hindrance free / smooth execution of work.
 - b. In case, the work is examined by Chief Technical Examiner; Chief Vigilance Officer, internal Vigilance or Technical Audit of JK AIDCL, it will be Consultant's responsibility to supply and submit all necessary reply, clarifications and justification to these department(s). Consultant role shall be limited to the extent; BOQ, tender document, specifications & drawings, Construction Management & Supervision.
 - c. Consultant shall assist JK AIDCL in arbitration and litigation cases that may arise out of contracts entered into by JK AIDCL. Consultant shall also assist JK AIDCL in replying to Audit paras.
 - d. Consultant shall provide technical data from site as and when required.
 - e. Consultant shall provide clarification to various technical/commercial points cropping up during execution of work.



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- f. Consultant shall submit completion plan & drawings (two sets) on completion of the project. Complete set of soft copies of drawings and plan shall also be supplied to JK AIDCL.

xiv) Performance, testing and commissioning (Where ever applicable)

- a) All building plans re-check.
- b) Acoustic tests.
- c) Functioning of fire alarm detection system.
- d) Issue of test certificates and “as fitted/completion drawings”.
- e) Availability of operation maintenance and service.

6. Obligation of the JK Agro

- a) JK Agro shall provide Topographical survey plan, Geo-Tech report, if already available and one copy of contract agreements of the awarded work for execution and project management of works at site. Any other report under taken earlier and available with JK Agro and required for the effective planning and design, shall also be made available to PMC.
- b) JK Agro shall bear any statutory charges to be paid to any Statutory Body against their work.
- c) JK Agro shall ensure timely allocation of funds and release of PMC fee for smooth and timely execution of the project.
- d) Normally, JK Agro shall handover encumbrance(s) free land, wherever available, for field survey, Geo-Tech investigations and execution of work. Copy of the land possession paper along with layout plan shall be provided to PMC on commencement of field works.
- e) JK Agro shall promptly convey their necessary approvals to proposals, reports, plans, and other contractual matters referred by PMC. It should be ensured within reasonable period of 15 days of receipt of papers from PMC, for timely completion of Project.

7. Standard of service (s)

PMC shall carry out the services in conformity with the generally accepted norms and sound standards of engineering architecture. PMC shall be responsible for the services rendered. In case of any deficiency or otherwise PMC shall promptly correct the same.



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8. Completion and Handing-over of Completed Work and Facilities

- a. 'Project Management Consultant' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'Corporation' for putting them to functional use. 'Corporation' shall provide all assistance in this process.
- b. 'Project Management Consultant' shall hand over to 'Corporation or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with 'Corporation along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- c. On completion of the work, a **Project Completion Report (PCR)** shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including unspent balance amount to 'Corporation within one month of settlement of final bills of the contractors/ other agencies deployed on the work.

9. Insurance

PMC shall arrange for any payment of the cost of Personal Accident Insurance in respect of their employee(s) assigned to the Project site for performance of the obligations under the conditions of agreement.

10. Tender Fees and Bid Security Declaration

The 1st lowest bidder has to deposit Performance Security equal to @ 5% of the bid amount in the shape of FDR/Cash Deposit as Performance Security within stipulated time period, so that the Contract is fixed & the same shall be released after successful completion of the job.



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11. Submission of Bid

- i) This tender document is not transferable
- ii) Bidders are advised to study the document carefully
- iii) Consultants are requested to submit the Tender as single packet system in one envelope. Please note that consultant should submit financial and technical bids in a separate envelope and then shall be packed in one single envelope.
- iv) The Technical Bid shall be opened first and Financial Bid of Bidder Technically Qualifying shall only be opened.
- v) The Technical Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals
- vi) The proposal shall be submitted in English language
- vii) The Proposal Letter be submitted on bidder's letter head.
- viii) Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications
- ix) The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected
- x) The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by JK AIDCL. JK AIDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process
- xi) JK AIDCL may, at its own discretion, extend the date for submission of proposals.

12. Consultancy fee & payment schedule

A. Consultancy Fee

- a) The L1 bidder shall be determined on the total fee in %age of Both the stages as mentioned in the BOQ document/ Financial Offer & not separately of each stage i.e. Stage I or Stage II referred in the BOQ document.
- b) The Consultancy fee for Detailed Engineering and Project Management Consultancy works shall be on built up area (final completed cost of the project + GST as applicable).



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- c) The fee shall be calculated on the value of gross value of work done by the contractors, including price escalation, variations during execution, if any, and the cost of materials supplied by Corporation or any other source, if any.
- d) The built up cost of work shall not include payments made to Govt. / local authorities and any other expenditure for/or in connection with obtaining approval of plans, sanction of electrical loads, purchase cost of land / land lease charges, etc. These payments shall be made by J & K Agro Industries Development Corporation Limited to concerned authorities on actual basis, as per the advice of PMC or directly, as the case may be.

B. The payment of fee will be made on following basis and in stages.

- a) Payment, for completion of detailed engineering, design, submission of tender documents or Bill of Quantities (BOQ) for invitation of tender, if required by J& K Agro Industries Development Corporation Limited, shall be paid on the awarded value of the contract or estimated cost as vetted/ sanctioned by J & K Agro Industries Development Corporation Limited as the case may be. However, final fee payment of the same shall be paid @ quoted percentage of the built up cost, i.e. the same shall be finally adjusted as per the built-up cost (final completed cost of the project), which may be higher or lower than the originally awarded contract value. Payments shall be made as per stages defined in Para mentioned below.
- b) PMC can raise bill for quoted percentage payment for detailed engineering, package-wise or project-wise.
- c) Payment for completion of construction management fee shall be paid on the work value executed by the contractor, as certified and paid to the contractor. PMC can raise consultancy fee bill towards project supervision & execution as per the value of the Running Account Bill or Final Bill paid to contractor.
- d) The total PMC fee paid, as per above, shall be paid on the final value of the work executed by the contractor i.e. built-up cost (final completed cost of the project + GST as applicable).
- e) Fee will be paid on receipt of the bill raised by PMC, after payment to the contractor. As such, PMC payment will normally lag by one Running Account bill of contractor.
- f) Like contractor's bill, PMC shall also submit their bill for payment through



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Measurement Books to avoid missing of any PMC bills as well as tracking payments, including keeping it as a permanent record.

Stage of Payments: Consultancy fee shall be paid in following two stages:

Stages	Job Description	Fee Payable
Stage-I	Detailed estimates, BOQ and / or tender document, technical specification, special condition of tender, etc, as per requirements	50% of total fee of Part-I
Stage-II	Architectural & structural design, detailed drawings good for construction, etc, as per requirements.	40% of total fee of Part-I
Stage-III	Payment on pro-rata basis during execution of work(s) on certified gross amount of contractor's bill, etc, for Project Management Consultancy.	90% of total fee of Part-II
Stage-IV	Issue of completion certificate of the project after its successful completion and submission of five sets of completion drawing (corrected) for completed works of each package and one complete set of soft copies of drawings and plan, wherever available and other final document (Refer clause 8(b)).	10% of total fee of Part-II & Part I

Note:

- No escalation shall be payable to PMC under this MOU, due to any reasons, whatsoever may be.
- TDS and other statutory deduction shall be made as per statutory norms, for which necessary recovery certificate in prescribed format shall be given by J K Agro within 30 days of release of payment to PMC.
- The works on Stage I and Stage II should be completed within **15 days** from allotment of the assignment. Any delay in the completion of the assignment will attract penalty @ 0.05% per day of the bid value of the respective stage.

13. Conflict of Interest



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The Consultants should provide professional, objective, and impartial advice and at all times and hold the organization's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. Consultants shall not be hired under the circumstances set forth below:

- A. Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i) the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Tender of either or each of the other Bidder
- B. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the JK AIDCL as soon as any potential conflict comes to their notice. The JK AIDCL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.
- C. All conflicts must be declared as and when the Consultant becomes aware of them. They should report any present/ potential conflict of interest to the JK AIDCL at the earliest. Officials of the JK AIDCL involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process
- D. Any Bidder found to have a Conflict of Interest may be disqualified. In the event of disqualification, JK AIDCL shall forfeit the Bid Security and Blacklist the bidder.
- E. The consultant shall not receive any remuneration in connection with the assignment



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except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the Government entity/organizations under the contract.

14. Right to Accept or Reject Tender

- a) JK AIDCL reserves the right to annul the Tender process, or to accept or reject tender any or all the Tenders in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- b) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the Tender documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.

15. Fraud and Corruption

*** The word "Client" means JK AIDCL**

It is required that the Bidders submitting Tenders and the Consulting agency selected through this Tender must observe the highest standards of ethics during the process of selection of project consultant and during the performance and execution of contract.

For this purpose, definition of the terms are set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of THE CLIENT or its personnel in contract execution
- b) "Fraudulent Practice" means a misinterpretation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice amount bidders (prior to or after Proposal Submission) designed to establish Proposal prices at artificially high or non-competitive levels to deprive the Client of the benefits of free and open competition
- c) "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in Section 2.
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- e) "Undesirable practice" means
 - establishing contact with any person connected with or employed or engaged by Implementing Agency with the objective of canvassing, lobbying or in any



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manner influencing or attempting to influence the Selection Process; or

➤ having a Conflict of Interest.

- f) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- g) The Client will reject a Tender for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- h) The Client will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

16. Clarification and Amendment of Tender Document

- a) During process of evaluation of the Tender, JK AIDCL may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- b) JK AIDCL may for any reason, modify the Tender Document from time to time. The amendment(s) to the Tender Document would be clearly spelt out through Corrigendum and the bidders may amend their proposal due to such amendments.
- c) Bidders are advised to check website (www.jktenders.gov.in) regularly for any Addendum/ Corrigendum/ Amendments related to Project.
- d) The amendments so placed on the website will be binding on all the bidders. From the date of issue, amendments to the Tender Document shall be deemed to form an integral part of the Tender Document. Further, in order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, Nodal Agency / the Committee may, at its discretion extend the deadline for submission of bids

17. Disqualification

The Client may at its sole discretion and at any time during the evaluation of Tender, disqualify any Bidder, if the Bidder has:



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- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a Tender that is not accompanied by required documentation or is non responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Tender;
- f) Submitted a proposal with price adjustment/variation provision;
- g) Any other reason as decided by Tender Evaluation Committee.

18. Award of Contract and Performance Security

The Client will notify the successful bidder in writing that its proposal has been accepted. The Consultant will submit the Security Deposit in the shape of CDR/FDR of 5 % of Successful Bid as per format within the stipulated time period and sign the Contract Agreement as per format within 07 days of the notification. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

In case there is a tie for the first ranking, the Client shall have the discretion to negotiate with any of the first bidders to obtain the best terms and award the contract accordingly. In case there is still a tie after the negotiations, the Client will award the contract at its own discretion to any of the first bidders based on reasons to be recorded in writing considering the factors related to service / cost to the end users and the Client.

Failure of the successful bidder to sign the contract OR willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Client may choose to award the work to another bidder or call for fresh bids.

19. Confidentiality

- a) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally



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or otherwise by the Bidder/ Consultant and/or the Organizations to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties

- b) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of THE CLIENT, the Project Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

20. Intellectual Property Rights

- a) No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify THE CLIENT from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, THE CLIENT shall be defended in the defense of such proceedings. Any process, method, tool or data including written designs and copyrights, moral rights, arising out of this agreement will be the sole property of DEPARTMENT/ORGANIZATIONS;
- b) No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the JK AIDCL, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to JK AIDCL. Consultant shall not publish any/article or photograph relating to project without written consent of JK AIDCL.

21. Security Deposit/Performance Guarantee

- a) Within 07 days of notifying the acceptance of proposal for the award of contract, the Consultant shall furnish an unconditional and irrevocable Security Deposit



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amounting to (0 5) Percent, i.e 05% of the Successful Bid Value for the entire contract period as its commitment to perform services under the contract.

- b) Failure to comply with the requirements of this document shall constitute sufficient grounds for the forfeiture of the EMD and PG.
- c) If JK AIDCL incurs any loss due to Consultant's negligence in carrying out the project consultancy as per the agreed terms & conditions the JK AIDCL may revoke EMD and PG.
- d) The Security Deposit/Performance Guarantee shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Consultant.
- e) In case the selected bidder fails to submit Security Deposit/ Performance Guarantee within the time stipulated, JK AIDCL at its discretion may cancel the order placed on the selected bidder without giving any notice.

22. Termination of Contract

I. Termination by Client

- a) The Client may, at any time, by a prior written notice of 30 days, terminate this Contract or reduce the scope of the Services.
- b) On receipt of a notice of termination or reduction the Consultant must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Client Material and Contract Material; and continue work on any part of the Services not affected by the notice. If the Contract is terminated the Client is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Consultant and directly attributable to the termination.
- c) The Consultant's association with The Client may terminate in following ways:
 - i. The term of Contract expires
 - ii. Termination of Contract by THE CLIENT due to non-performance during the execution of Project



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- iii. Performance is below expected level
- iv. Non adherence to the timelines of the Project
- v. Quality of work is not satisfactory

II. Termination by Consultant

Without limiting any other rights or remedies the Consultant may have against the Client arising out of or in connection with this Contract, the Consultant may terminate this Contract by giving at least 30 Days' notice to the Client:

If the consultant is unable to carry out any of its obligations under the Contract for any reason attributable to the client, including but not limited to the client's failure to provide possession of or access to the site or other areas or failure to obtain any Governmental permit necessary for the execution and/or completion of the System;

On termination of this Contract the Consultant must:

- i. stop work on the Services;
- ii. deal with Client Material as reasonably directed by the Client; and
- iii. return all the Client s Confidential Information to the Client.

Upon issuance of a notice for termination of this agreement the Parties shall mutually agree upon a transition plan and comply with such a plan. The consultant will extend full cooperation in supporting the transition process to the satisfaction of Implementing Agency

III. Termination for Insolvency, Dissolution etc.

THE CLIENT may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to THE CLIENT.

IV. Termination for Convenience



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THE CLIENT reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for THE CLIENT convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

23. Force Majeure

- a) The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of nature, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes
- c) If a Force Majeure situation arises, the Consultant shall promptly notify THE CLIENT in writing of such condition and the cause thereof. Unless otherwise directed by THE CLIENT in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Resolution of Disputes

Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the clause 2 of resolution of disputes shall become applicable.



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Resolution of Disputes

In case dispute arising between THE CLIENT and the Consultant, which has not been settled amicably, the Consultant can request THE CLIENT to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Managing Director appoint arbitrator. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceeding will be held at Jammu, J&K. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by both the parties.

Legal Jurisdictions

All legal disputes between the parties shall be subject to the exclusive jurisdiction of the Courts situated in J&K.

25. Indemnity

Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- i. procure the right for Indemnified Party to continue using it,
- ii. replace it with a non-infringing equivalent,
- iii. modify it to make it non-infringing. The foregoing remedies constitute Indemnified



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Party' s sole and exclusive remedies and Indemnifying Party s entire liability with respect to infringement.

The indemnities set out shall be subject to the following conditions:

- I. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence.
- III. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- IV. indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- V. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- VI. if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages)

Sd/-

Member Secretary,
Central purchase Committee,
JK AIDCL



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Annexure A: Letter comprising the Bid

(To be printed on the letter head of the company/firm/organization)

To,

Managing Director,
JK ADICL

Subject: Application For Engagement of Project Management Consultant (PMC) for Establishment of production plant at various locations in UT of J&K.

Sir,

With reference to your eNIT..... dated we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. We acknowledge that the Department will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Consultant for the aforesaid Project and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of our selection as Consultant for the aforesaid Project.
3. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of the Department to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. We declare that:



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- a) We have examined and have no reservations to the Tender Document, including any addendum issued by the Department;
 - b) We do not have any Conflict of Interest
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State;
 - d) We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Sections of the T e n d e r D o c u m e n t , no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders
 7. We believe that I/we and meet(s) all the requirements as specified in the Tender Document and are/is qualified to submit a Bid.
 8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
 10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/Partners or any of our directors/managers/employees.
 11. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Document, we shall intimate the Department of the same immediately.



J&K Agro Industries Development Corporation Limited

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Head Office :Agro Complex, LalMandi Srinagar. Ph No: 0194-2311732

Delhi Office :B-13 & 14, Lawrence Road, Delhi-110035, Ph No : 011-27182127

Website: www.jkagro.com, **E-mail :** md@jkagro.com, dmjkagrojammu@gmail.com



12. We agree and undertake to abide by all the terms and conditions of the Tender Document.
13. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened or rejected.
14. We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents

Yours Faithfully,

Date:

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory

Name and Seal of the Applicant



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Annexure B: Details of the Applicant

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate head quarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/or commencement of business:
 - e) Bank detail along with cancelled blank cheque
2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Applicant:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:

Date: Signature of the Applicant/Authorized Representative Seal/Stamp of the Firm



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Annexure C

Experience in Related Fields

Overview of the past experience of the Organization in all aspects

S. N o	Items	Number of Assignments during last 7 years	Order Value of each assignment in Lakhs of Rs. (Enclose copy	Mention the name of Client/Organizati on (Enclosed	Remarks
1	Experience of assignments of similar nature please attach allotment and completion certificate				
2	Experience in carrying out similar assignments in Government				
3	Experience in carrying out Similar assignments in Public sector.				
4	Pvt. Sector				
	<p>Decision of Evaluating Committee in ascertaining "similar nature" and "similar assignment" will be final.</p> <p style="text-align: right;">Signature of the applicant</p> <p style="text-align: right;">Full name of applicant</p> <p style="text-align: right;">Stamp & Date</p>				