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

E-mail Id – dmpsjammu@jkagro.com

E NIT No. 46 of 2023-24 (Fresh) JK Agro

NO: -Agro/DM/PSJ/3953-56

DATED:- 20.10.2023

For and on behalf of J&K Agro Industries Development Corporation Limited, bids are invited from drilling companies registered with J&k Government Deptt for surveying, Supply, Installation, Commissioning and testing of different diameter of Bore Wells at different location of J&K UT

S. No	Name of item.	Amount of CDR	Cost of Tender Documents	Date and time of opening of bids (online)
1.	Supply, Installation, Commissioning and Testing of 125mm and 200 mm dia bore well in various district of J&K UT on Turnkey basis for Annual Rate Contract on L1 basis	Rs. 50,000/-	Rs 2360/- (non-refundable)	28.10.2023

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	20.10.2023
2	Period of downloading of bidder documents	20.10.2023 to 27.10.2023 till 16:00 hrs
3	Bid submission Start date	20.10.2023
4	Bid submission End date	27.10.2023 at 16:00 hrs
5	Date and time of opening of Technical bids (online)	28.10.2023 at 15:00 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 Bank Receipt in f/o J&K Agro Industries Development Corp. Ltd bearing J&K Bank Acc No CD-0097010100000962, IFSC Code- JAKA0TNHALL, 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 convey to the bidder automatically through an e-mail message on their mail id. The bids of responsible bidders 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 shall be fortified if:

- a) Any bidder/ tenderer withdraw 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 execute the agreement within 07 days after fixation of contract.
- 5. <u>Instruction to bidders regarding e-tendering process.</u>

- 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 L-1 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 Bank ReceiptandEarnest 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 <u>"My Documents"</u> 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 registration certificate with Hydraullic PHE Department
- (c) Copy of GSTIN No. Number
- (d) Copy of PAN Number.
- (e) Copy of Latest GST return file shall be furnished.
- (f) Copy of EMD/FDR.
- (g) Copy of cost of document (COD) in the shape of bank slip.
- (h) Certificate of ISI /BIS standard of components
- (i) Notarized Affidavit as per annexure-A
- (i) Notarized Affidavit as per annexure-B
 - 9.2 All documents relating to the bid shall be in the English Language.
 - 10. A) If the bidder does not quote rate/rates for any item/items in BOQ the bidder will not be able to claim those items.
 - B) The Tender documents duly signed with seal on each page in token of acceptance of all terms and conditions of Tender should also be enclosed.

Note: In case the above mentioned documents are not enclosed, the tender can be rejected as per the decision of the Purchase Committee.

- 1. General conditions of contract:-
- 1. The firm shall have to certify that the rates quoted by them are the lowest rates and has not quoted rates lower than these rates to any Govt. Deptt. /Agency in J&K for the similar items / Stores. If at any stage it is proved that the prices charged by tenderer are higher than the prices quoted to other Departments or higher than the prevailing market rates in JK UT the tenderer shall be liable for prosecution under law and the excess amount charged thereof shall be recovered from your bill/securities etc. All the bills shall be settled at the market rates only vetted by Purchase committee.
- 2. In case the firm fails to supply ordered items, within the stipulated period, the CDR/ Security Slip shall be forfeited and supplier shall have no claim for its refund / release in any manner. Besides, the firm shall be black-listed for future business with JK AIDCL.

3. F.O.R:-

Rates quoted shall be inclusive of all taxes (GST) and F.O.R. Jammu/Kashmir Division of the concerned indenting department at Zone, Subdivision, block/tehsil/District level.

4. Validity of Rates:-

The rates quoted by the suppliers shall remain valid up to one financial year and inclusive of all taxes and thereafter shall be extended on mutual agreement.

5. Test Report.

The bidder should have to provide the certificate of BIS/ISI mark of the component used in the Bore Well.

6. Payments:-

- a. Payments shall be made after receiving from the indenting Deptt. and after issuance of satisfactory report by the indenting Deptt.
- b. Only 90% payment shall be released to the supplier/firms. 10% payment shall be reserved for 12 months from the date of Installation and shall be released after completing the Defect Liability period of 12 months.

7. Defects Liability Period (DLP):

The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run of 03 Months, The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months. In case of any failure on the part of the firm/joint venture to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm / joint venture. Further the firm / joint venture can be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.

8. Warranty:

The firm shall be bound for satisfactory performance of the work for 12 months after the successful completion of trial run of 3 Months. If during warranty period any malfunctioning/defects arise, the bidder shall have to rectify the same within a period often days of receipt of intimation. In case of any failure on the part of the bidder to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the bidder and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting

9. Agreement:

The successful firms shall have to execute an agreement in the prescribed format within seven days from the date of intimation to this effect.

10. Delivery schedule

The work should be started within 15 days or as per the terms of Supply Order. In case of delay in start the work beyond the stipulated time, 0.25% per day penalty of value of the ordered material shall be imposed subject to max of 10% billed amount or as the Managing Director, AIDCL may deem fit and /or forfeit the Earnest Money / Security Deposit.

11. All material should be used in the systems not less than BIS/ISI standards. No local component can be accepted.

12. 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, in that situation, the legal institution / Courts of the J&K State shall be the alternative forum for dispute resolution.

13. Submission of offer

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

- **14.** Managing Director, JKAIDCL reserve the right to accept/reject/cancel any or all tenders in part or full without assigning any reason thereof.
- **15.** 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.
- **16.** The Purchase committee reserves the right to accept or reject any tender, part of a tender or all tenders with the permission of MD JKAIDCL without assigning any reason.
- 17. The tenderer along must also submit a soft copy of its latest Income Tax/GST return
- **18.** Tender without payment of tender cost shall be rejected.
- **19.** The offer should be signed by the authorized person and his full name and status should be indicated below his signature.
- **20.** The tender should be accompanied with the Technical literature/Boucher/Pamphlets of the products.
- 21. Corporation reserves the right to carry out market survey also to assess the lowest market rate of the items. However, the lowest market rate shall be offered to tenderer for acceptance on rate contract basis and the bidder shall have no objection for it.

22. Force Majeure:-

If the completion of the supply is delayed by strikes, lockouts, fire accidents, war or any other cause beyond the control of the supplier and the supplier satisfies the Corporation by a documentary proof in that respect, a reasonable extension in the time limit may be granted by the Corporation without effecting or decreasing/increasing the basic price as per force Majeure clause of the agreement. However, damages caused due to strikes, rain or snow shall not constitute an act of God.

23. The terms and conditions of the corporation is final and is binding on the part of the bidder. No terms and conditions will be accepted from bidder side.

24. Third Party Inspection:-

The allotted works shall be subject to check by the third party inspection and quality monitoring agency (TPI&QM) engaged by the Corporation. The agency shall check the quality of works executed by the executing firm/agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPI&QM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.

- **25.** The supplier/firm must has its own office/workshop in the Territory of J&K UT for the purpose of any damage and repairing.
- **26.** The supplier/firm have an minimum experience of 05 years of related work and Average Turn over amounting to Rs. 1 Crore or more per year from last three financial year (Copy of supply order and work completion certificate along with satisfactory performance certificate from minimum 03works in Government department/PSU in JK UT).
- 27. The bidder must have its own digging machinery.
- 28. Reasonability of rate: The Corporation is at the liberty to check the reasonability of rate from market to understand the prevailing rate for same geographic area. This can involve contacting other contractor or suppliers are referring to industry publication and data basis.
- 29. An Affidavit on Rs.10 non judicial stamp paper that price charged for supplies under contract shall under no circumstances exceed the lowest price at which the contractor sells identical description to any Govt. Department/Institution/Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure-A.
- 30. An Affidavit on Rs.10 non judicial stamp paper that the company/firm has not been neither black listednor de-barred from participation in tender by any of the Govt.Department/Organistion/ PSU etc as per Performa attached in Annexure-B.

Note: In case the above mentioned documents are not enclosed, the tender can be rejected as per the decision of the Purchase Committee.

-Sd-Divisional Manager (P&S) Member Secretary, J&K Agro Ind. Dev. Corpn.Ltd. Procurement & Sales Division, Jammu

Copy to.

- 1. Managing Director, JKAIDCL, Jammu for Kind information please.
- 2. Director Finance JKAIDCL, Jammu for Kind information please.
- 3. General Manager CFP, Baribrahmana for kind information please.
- 4. Divisional Manager, P&S, Kashmir for kind information.
- 5. Office File.

JK AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

Annexure-A

Affidavit Certificate

I/We					(Name	, Designa	tion	and A	ddress)
here by declaring that price	e charged	for quot	ted i	tem/items	under this	contract	, our	firm	has no
circumstances exceeded	lowest	price	of	identical	goods	given	to	any	Govt.
Department/PSUs/Institution	ns/Organiz	ations et	c dui	ring curren	it year.				
	Signatur	e of Autl	noriz	ed Signato	ory				
	Name							_	
	Name of t								
	Full Addr	ess						_	
Place:									
Dated:									

JK AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.

Annexure-B

Affidavit Certificate

I/We	(Name, Designation and Address)
here by declaring that our firm/	company has not been neither blacklisted nor de-barred from
	Govt. Department/PSUs/Institutions/Organizations etc. I/We had
supplied the goods during the last	t three years.
	Signature of Authorized Signatory
	Name
	Designation
	Name of the Firm/Company
	Full Address
	Stamp
Place:	
Dated:	

Annexure C

	Specification of 125 mm Dia Bore Well				
S. No.	Particular				
1	Drilling of 125 mm Dia Bore hole using Odex or any other suitable method				
2	Providing designing fitting and lowering of ERW M.S casing pipe 125 mm Dia not less than 5.4 mm thick				
3	Capping of well after successful yield test in presence of representative of the department using M.S Plate of requied size.				
4	Providing, Installation, Commissioning and Testing of reputed make/motor of suitable capacity/GI flanged column pipe/GI bends, Delivery Pipes, Pin check Ball, Nut Bolts, DP Switch, Motor Bends etc and allied works				

Specification of 200 mm Dia Bore Well		
S. No.	Particular	
1	Drilling of 200mm Dia Bore hole using Odex or any other suitable method	
2	Providing designing fitting and lowering of ERW M.S casing pipe 200 mm Dia not less than 7.2 mm thick	
3	Capping of well after successful yield test in presence of representative of the department using M.S Plate of requied size.	
4	Providing, Installation, Commissioning and Testing of reputed make/motor of suitable capacity/GI flanged column pipe/GI bends, Delivery Pipes, Pin check Ball, Nut Bolts, DP Switch, Motor Bends etc and allied works	