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

NOTICE INVITING TENDER

E NIT No. 25 of 2024-25 JK Agro

No.: Agro/DM/PSJ/2838-41

For and on behalf of the Lt. Governor, UT J&K, e-tenders are invited on from approved manufacturer or their authorized dealers for the following works as per the detail given below;

Dated: 02.08.2024

S. No.	Name of Work	Adv. Cost (in lacs)	Cost of Tender Document (In Rs.)	Earnest money @ 2% of the Adv. Cost (In Rs.)	Time of completion
1	Supply and Installation of compactors at office of the Corporation at Talab Tillo Jammu on Turnkey basis	7.50	1180	15000	45 days

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	02.08.2024
2	Period of downloading of bidder documents	02.08.2024 to 22.08.2024 till 16:00 hrs
3	Bid submission Start date	02.08.2024
4	Bid submission End date	22.08.2024 at 16:00 hrs
5	Date and time of opening of Technical bids (online)	23.08.2024 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

- 1. 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.
- 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 Financial bids of responsive bidders shall be opened online on same website in the office of Managing Director J&K Agro Industries Development Corporation Limited. (Tender receiving authority). The date for same shall be intimated separately.

3. 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 furnish the required performance security within specified time period after issue of letter of acceptance.
- c) Failure of Successful bidder to execute an agreement on an affidavit of Rs. 100/- within 07 days.

4. <u>Instruction to bidders regarding e-tendering process.</u>

- 4.1 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.
- 4.2 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
- 4.3 The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.
- 4.4 Bids will be opened online as per time schedule mentioned above.
- 4.5 Bidders must ensure to upload scanned copy of all necessary documents and complete address, email-id 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.

- 5. The department will not be responsible for delay in online submission due to any reasons.
- 6. Scanned copy of **cost of tender document** in shape of Bank Receipt and Earnest Money/Bid Security in shape of CDR/FDR pledged to **Managing Director J&K Agro Industries Development Corporation Limited** must be uploaded with the document of the bid.
- 7. Bidders are advised to use "My Documents" area in their user on www.jktenders.gov.in portal to store such documents as are required.
- 8. The unit rates and prices shall be quoted by the bidders entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes up to completion of work unless otherwise, specified
- 9. That the payment is restricted to the contract cost and will be subject to the condition that no cost overrun of any kind is to be paid unless and until approved from the competent authority.

10. The technical Bid must consists of following information and documents.

- 10.1 All bidders shall include the following information and documents with their bids:-
- (a) Copy of registration duly renewed for the current financial year 2023-24
- (b) Copy of GSTIN Registration Number and Latest GST-3B return file shall be furnished.
- (c) Copy of PAN Number.

- (d) EMD in the shape of CDR/FDR.
- (e) Copy of cost of document (COD) in the shape of bank slip only.
- (f) Copy of Average Annual Total Turnover with UDI No. mentioned.
- (g) Copy of Experience with respect to the Similar Nature of Work. Similar Nature works means: work on installation of compactors/Record storage racks.
- (h) Notarized Affidavit with nomenclature of work for correct information duly signed by the contractor as per Annexure-C
- (i) Copy of Bid Acceptance as per Annexure D

11. Technical Eligibility:-

Consolidated supply order valuing not less than 30% of the contract value during the last seven years for supplying to Govt. Deptt/PSU/Govt Institution/Semi Govt. Institution (Copy of supply order to be uploaded in the technical bid). The experience of the Principal Manufacturer shall also be considered.

12. Financial Eligibility:-

Financial	The average annual total turnover / revenue from operations for
Eligibility	the last three financial years (i.e. 2020-21, 2021-22 and 2022-23)
Criteria	should be of value not less than 30% of estimated cost. The
Annual	information shall be supported by CA certificate
Turnover	

Sd/Divisional Manager
P&S Division, Jammu
JK Agro Industries
Corporation Ltd.

Standard Bidding Document

General terms and Conditions

The NIT consisting of qualifying information, eligibility criteria, specifications, terms & conditions, Bill of Quantities can be seen/downloaded from the J&K Govt. website www.jktenders.gov.in

- 1. The hard copies of original documents should be submitted only by the bidder who is declared as L1 after opening of financial bids in the office of Managing Director, Jammu.
- 2. In case of holidays/ office happens to be closed on the date of opening of the bids, bids will be opened on the next working day at the same time and venue.
- 3. It is presumed that bidder is agreed upon all the terms and conditions of e-NIT and also thoroughly read the scope of work/Technical Specifications and has accepted all in total and is well versed with the 's Laws / Rules of e-tendering.
- 4. The bids for the work shall remain valid for a period of 180 days from the date of opening of bids.

13. The earnest money shall be fortified if.

- d)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.
- e) Failure of Successful bidder to furnish the required performance security within specified time period after issue of letter of acceptance.
- f) Failure of Successful bidder to execute an agreement on an affidavit of Rs. 100/- within 07 days.

5. Instruction to bidders regarding e-tendering process:

- a) The bidders have to submit their bids online in electronic format with Digital Signature. No Financial bid will be accepted in physical form.
- b) List of documents to be scanned and uploaded within the period of bid

submission i.e.:

- i) Cost of Tender document in shape of Receipt and uploading a copy of same on e-tendering portal.
- **ii)** EMD in the shape of FDR/CDR pledged to Managing Director JKAIDCL.
- Other documents comprising of copies of PAN card, Latest income Tax return, GST Registration Certificate with latest return, Registration Card, Experience certificate with respect to similar nature of work, Tender document (SBD) duly signed & stamped on each leaf should also be uploaded.
- Security @ 5 % of the quoted cost in the shape of CDR/FDR/BG valid till successful completion and handing over of work allotted within seven days of the notification of the same. In case of L-1 failing to provide performance security @ 5% for the works within 7 days after being notified, his bid shall be cancelled and work shall be offered to L-2 for execution on L-1's rates at the discretion of The Managing Director Concerned and his EMD shall be forfeited.
- v) The Performance security @ 5% of the successful bidder shall be released after successful completion and handing over of work allotted.

Note: The above documents are to be uploaded on the website before opening of technical bid

a. The bidders are advised to accept and sign each leaf of the tender document with stamp/ seal before uploading on the portal.

Note:-Scan all the documents on 100 dpi with black and white option.

Originality of the up-loaded documents is sole responsibility of the contractor.

- 6. The J&K AIDCL will not be responsible for delay in online submission due to any reasons.
- 7. Bidders may contact office of the Managing Director, Jammu for any guidance for getting DSC or any other relevant details in respect of etendering process through email or in writing during office hrs on working days only.

- 8. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rate inclusive of all taxes and it should be saved/uploaded with the same name as it contains.
- 9. The rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes upto completion of the work unless otherwise, specified.
- 10. Bidders are advised to use "My Documents" area in their user on J&K Govt. E-Tendering portal i.e. www.jktenders.gov.in to store such documents as is required.
- 11. Scheme of bidding process: The bid submitted by the Bidder shall be in two separate parts.

A) PARTI: This shall be named technical Bid and shall comprise of:

i) Scanned copies of all documents listed in as technical bid (Hard copies to be submitted only after the bidder is declared L1)

B) PARTII: It shall be named Financial Bid and shall comprise of:

i) Percentage rates of Items offer as specified in subject matter—the financial bid (i.e. rates offered in the BOQ) shall be submitted & opened online only. (No hard copy of Price BOQ shall be submitted)

12. Terms and Conditions:

- a) Terms and Conditions are laid down in Annexure "A"
- b) The intending bidders are advised to visit the site at Talab Tillo, **Jammu** to ascertain the exact quantum of work before quoting their rates in their own interest.

13. Bid Prices:

- i) The Contract for the work shall be as described in NIT.
- ii) The Bidder shall quote for the mentioned job in bid form.
- iii) The prices to be quoted by the intending tenderer shall include the supply of material and other items whatsoever required for carrying out the job to fulfill the intent and purpose as laid down in the specifications whether specifically mentioned or not. The prices/rates quoted shall be inclusive of all taxes, duties, packing, forwarding, freight, transit insurance and all other levies as applicable by the Central as well as UT Government including the WCT as applicable in

the J & K UT Govt. on work contracts for the completion of the work. The successful tenderer/ contractor, on completion of the contract/work, shall be issued a certificate on prescribed format from the Managing Director, JK AIDCL. Failure to include all other taxes and duties will not entitle the contractor to any extra claims from the Department. The contractor's rates shall remain firm and fixed during the currency of the contract.

iv) The rates and prices quoted by the Bidder shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.

14. **Bid Validity:**

- i) Bids shall remain valid for a period of 180 days after the dead line date for bid submission.
- ii) In exceptional circumstances, prior to expiry of the original time limit, the Department may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

15. **Preparation of Bids:**

i) Language of Bid is English. (All documents in any other language shall be translated in English)

16. Format and Signing of Bid:

- i) The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- ii) The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Departments, or as necessary to correct errors made by the Bidder. In that case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

17. Submission of Bids:

i) The Department may extend the deadline for submission of bids online by

issuing an amendment, in which case all rights and obligations of the Department and the bidders previously subject to the original dead line will then be subject to the new deadline.

a) The bid submitted shall be out-rightly rejected:-

i) If the scanned copy of cost of tender document (non-refundable) is not uploaded.

b) The bid submitted shall be liable to be rejected:-

- i) If the bidder does not upload all the documents as stipulated in the bid document.
- ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies of L1 bidder (declared after technical and commercial evaluation) submitted physically after opening of the financial bid in the office of tender opening authority.
- iii) Originality of the up-loaded documents is sole responsibility of the contractor.

18. Fundamental breach of contract will include:

- i) Continuous stoppage of work for a period of 05 days without authorization.
- ii) Contractor is declared bankrupt.
- iii) Any evidence of involvement of contractor in corrupt practices.
- iv) Contractor delays the completion of work beyond stipulated time of completion.
- 19. Pursuant to the process of termination of defaulted contract, the Department reserves the right to invite fresh tender for the balance work at the risk and cost of defaulter contractor.

J&K Agro Industries Development Corporation Limited

Annexure "A"

TERMS AND CONDITIONS

- 1. The tenderers should bear in mind and comply with the following instructions and terms & conditions while tendering for the work/ contract on turnkey basis as per scope of work and terms and conditions of the detailed tender document.
- **2.**The tenderer should inspect the site Jammu of the proposed work and fully acquaint himself with the working conditions before quoting their rates. It will be construed that the tenderer has studied the site conditions completely and satisfied him with respect to the same.
- **3.** <u>Definitions</u>: In constructing the terms and conditions of this tender document or of the documents forming part thereof, unless the context otherwise requires, the following words and expressions shall have the meanings here in after assigned to them:
- i) "corporation" shall mean J&K Agro Industries Development Corporation represented by The Managing Director and/or his authorized representative. Engineer-in-charge and Project Management Committee" means a representative of JK AIDCL.
- ii) "Contractor" shall mean the tenderer whose tender has been accepted and who is authorized to enter in to an agreement with the Department for execution and completion of the works tendered for by him.
- iii) "Works" shall mean all works to be executed by the contractor in accordance with the specifications and scope of work as specified in the tender document.
- iv) Notice in writing or written Notice shall mean a notice or a communication in writing, typed or printed, sent either under registered post, ordinary post or electronic form to the last known private or business address or delivered personally by hand to the contractor.
- v) Words incorporating the singular only also include the plural and vice-versa.
 - vi) The Marginal Headings and notes shall not be deemed to be part of this contract or taken into consideration in the interpretation or construction of this contract.
- **4. Rates:** The rates quoted shall be FOR site, which will include the cost of

transportation of materials to the site, storage at site, all handling at site and incidental expenses, all taxes such as GST, entry tax, toll tax etc. and the fixing in position for which the items of work is intended to be operated and handling over the site on turnkey basis.

- **5.** <u>Price Escalation</u>: No cost escalation on any account shall be entertained in the quoted rates and the rates quoted shall be firm & final and shall remain valid till the completion of the contract.
- **6. <u>Tender Acceptance</u>**: The acceptance / approval of the tender will rest with the Managing Director, JK AIDCL who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason(s). Conditional tenders shall be outrightly rejected.

The Managing Director, JK AIDCL also reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at the quoted rates.

7. Security deposit/ Performance security

- a) The Successful bidder on notification shall have to furnish the Performance Security @ 5 % of the quoted cost in the shape of CDR/FDR/BG valid till successful completion and handing over of work allotted before issuance of LOI (Letter of Intent). In case of L-1 failing to provide performance security @ 5% for the works within 7 days after being notified, his bid shall be cancelled and work shall be offered to L-2 for execution on L-1's rates at the discretion of The Managing Director.
- b) The Performance security @ 5% of the successful bidder shall be released after successful completion and handing over of work alloted.
- **c)** The Bid not accompanied by Bid Security Declaration shall be out-rightly rejected.
- **d)** If in case contractor failed to start/complete the work, within the stipulated time period, his Security Deposit/Performance Guarantee @ 5 % shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in the Department at least for one year.

8. Terms of Payment:

- a. The 90% payment shall be release after completion of work.
- b. 10% of the whole contract amount shall be kept as Security Deposit and will be released after the completion of Defect Liability Period or against bank guarantee of the equivalent amount i.e 10 % of the contract value from nationalized bank.
- c. The contractor have to produce the Geo-tagged photographs of before, after and during the execution of the work for the processing of the bill.

- **9. <u>Quantities</u>:** The tendered quantities are tentative and may increase or decrease at the time of actual execution of work as per requirement.
- **10. Time of completion**: 45 days from the date of allotment.
- **Extension in time:** If the contractor shall desire an extension in time for completion of the works on the grounds of his having been un-avoidably hindered in its execution or on any reasonable ground certified as such by the Engineer-in-charge and Project Management Committee/Project Management Committee, he shall apply to the Managing Director JK AIDCL within **02_days** of the date of such event. The Managing Director, JK AIDCL may on reasonable grounds therefore authorize such extension as in his opinion is necessary for completion of the works in its entirety.
- **Penalty:** In the event of contractor's failure, neglecting declining or delaying the supplies / installation or in the event of any damage occurring or being caused or in the event of any default or failure in complying with any of the terms and conditions of the contract, the corporation shall with or without prejudice any other remedy available to it under any law for the time being in force in the:
 - a. Terminate the contract after 30 days notice.
 - b. Recover the amount of loss caused by damage failure or default including the consequential damage as may be determined by the department and/or
 - c. Recover the extra cost, If any, involved in allotting the contract to other party and/or.
 - d. Impose a penalty in form of liquidated damages on accounts of delay beyond the scheduled delivery period subject **to 0.5% value of the contract per day** and not exceeding 10% value of the contract and /or.
 - e. Forfeiture of security deposit/ Performance guarantee
- **13.** <u>Commencement of work</u>: The contractor shall commence work on site within 07 days from the date of issue of work order.
- **14. Damage to works during or after execution:** If the contractor or his workers break, deface, injure or destroy any part of the structure or other property in the vicinity of the works belonging to any person in or on which they may be working, such structure, roadkerbs, embankments, fence enclosure, water pipes, cables, drains, electrical or telephone posts, or wares, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed shall make the same good at his own cost and in default, the Corporation Management shall cause the same to be made good and deduct the cost thereof from any sums that may

due to the contractor under this contractor from his security deposit for other works under the Department.

- **15. Defects Liability Period:** The firm shall be bound for a period of 12 **months** from the date of handing over of job for satisfactory operation of the same and shall furnish a guarantee to this effect to the department / Government. Any defects found in equipment or any part thereof, which may be caused by bad workmanship, use of inferior material or otherwise, or if in the opinion of the department, any repairs/ replacement are required to be made to the equipment the firm shall be liable to remove the defect/ or conduct repairs at his own cost and expenses within a period of **03 days** of the receipt of the notice from the corporation. In the event of failure on the part of the firm to remove these defects or make repairs within the stipulated period, the department may get the defects removed or repairs made by any other agency and the cost thereof shall be recovered from the firm.
- **16.** Addition/Alteration in work contract: No addition/alteration in the work shall be allowed without prior approval from the competent authority i.e. Managing Director, JK AIDCL.
- **Subletting:** The contractor shall not assign or sublet the works in whole or part without the written permission from the competent authority & incase the contractor assign or sublet the contract or attempt to do so. The contract will be terminated and actions as deemed fit shall be taken by the department.
- **18.** The hardcopies of original documents along with EMD in the shape of CDR/FDR should be submitted only by the bidder who is declared as L1 after opening of financial bids in the Office of Managing Director, J&K Agro Industries Development Corporation Limited.
- 19. <u>Contract Signing:</u> After acceptance of the contract the tenderer shall sign the necessary contract **papers/agreement within 07 day of the intimation.** Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. The delay or failure to execute the agreement shall in no way affect the time of completion of work which will be reckoned from the date of placement of supply order/ work order/ letter of intent.
- 20. <u>Warranty Period</u>: The overall job shall be guaranteed for a period of 12 months.
- **21. Fees and Permits:** The contractor shall obtain all necessary permits / clearances and pay for any and all fees required for installation of the equipment.

- **22.** Watch and ward of equipment/material: The contractor shall be responsible for the watch and ward of his equipment / materials aforesaid. In case of any loss or damage to the said equipment /material etc. on any account, the contractor shall make good the loss or replace the deteriorated material at his cost and expenses and the Department shall in no case be liable to pay any compensation.
- **23.** Currency of bid and payment: The rates and prices shall be quoted by the bidders entirely in Indian Rupees. Accordingly, all payments shall be made in Indian Rupees.
- **24.** <u>Materials, Plants & appliances:</u> The contractor shall arrange at his cost all materials, plants, tools, appliances and temporary works required for the execution of the works
- **25. Indemnity:** The contractor shall make the Department harmless and shall settle all compensation claims arising as a result of accidents etc. aforesaid during the execution of the works at his own cost.
- **26.** <u>Employee Insurance</u>: ESI charges, if applicable on the workforce employed, shall be borne by the contractor.
- **27. Force Majeure:** Any failure or omission to carry out the provisions of the contract shall not give rise to any claim by the department or the approved supplier/contractor one against the other if such failure or omission arises from an "Act of God" which shall include all natural calamities such as fires, earthquakes, floods, hurricanes, strikes, riots, embargoes or from any political or other reasons beyond the control of parties including war, whether declared or not, civil war or a of insurrection.
- **28. Decision of the Managing Director to be final:** Except where otherwise specified in the contract, the decision of the Managing Director, JK AIDCL, shall be final, conclusive and binding upon the contractor on all questions relating to the meaning specifications, design, drawings, the instructions mentioned and the quality of workmanship or materials/equipment used for the works.
- 29. ARBITRATION CLAUSE: If any question, dispute or difference what so ever, arises between the firm & the deptt./ Government in relation to or in connection with this contract either of the parties may give notice in writing of such questions, dispute or difference and the same be referred to the Administrative Secretary of the Department for arbitration. This submission shall be deemed to be a submission to arbitration within the meaning of the Jammu & Kashmir Arbitration Act. In witness thereof the parties here to have signed this agreement on the dates respectively mentioned against their signatures. The provision of J&K Arbitration Act Samvat 2002 and of the

rules there under and statutory modification thereof shall be deemed to apply to the arbitration disputes if any regarding reference to courts shall be subject to jurisdiction of J&K courts only

30. <u>Jurisdiction of Court:</u> For any dispute arising out of this contract the Court of Jammu & Kashmir at Jammu/Srinagar only shall have jurisdiction.

31. Eligibility

Technical Eligibility	Consolidated supply order valuing not less than 30% of the contract value during the last seven years for supplying to Govt. Deptt/PSU/Govt Institution/Semi Govt. Institution (Copy of supply order to be uploaded in the technical bid). The experience of the Principal Manufacturer shall also be considered.
Financial Eligibility	The average annual total turnover / revenue from operations for the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) should be of value not less than 30% of the estimated cost. The information shall be supported by CA certificate

- **32.** If any item is not mentioned / incorporated in scope of work of NIT, but necessary for successful commissioning of the job, it shall be deemed to have been incorporated for which no extra cost shall be paid by the Department.
- **33.** The bidders are requested to visit the site Talab Tillo, Jammu to get acquainted with the nature and quantum of job.

34. Cancellation:

- a. The Managing Director reserves the right to cancel the tender before issuance of allotment without assigning any reason thereof.
- b. The Corporation reserves the right to cancel the allotment order in case of fault on the part of the contracting agency and also prior to the receipt of the intimation regarding taking in hand execution of work against the order. No, claim whatsoever, shall be tenable against the corporation on this account
- **35.** All other terms and conditions as reflected in NIT shall also be applicable.
- **36.** Tenderer / bidder shall quote their rates inclusive of GST.
- **37.** GST, Building & other construction workers cess or any other tax, levies, duties on materials and on complete works in respect of this contract shall

be payable by the contractor . JK AGRO will not entertain any claim whatsoever in this respect. This should be included in the rates quoted by contractor.

- **38.** Insurances (i.e, Contractor All risk policy & Workmen Compensation Policy) for works, persons and property shall be taken by the contractor at his own cost for the entire duration of the project. Therefore, tenderer shall quote their rates inclusive of premium amounts of the Insurance Policies.
- **39.** If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then the successful bidder will be selected on the basis of lottery in presence of concerned bidders. The Tender Evaluation Committee will conduct the lottery.
- **40. Identifying defects**: The Corporation Management shall check the contractor's work and notify the contractor of any Defects that are found. Such checking shall not affect the contractor's responsibilities. The engineer may instruct the contractor to search for a defect and to uncover and test any work at site.
- **41. Correction of defects**: The engineer shall give notice to the contractor of any defects before the end of the Defect Liability Period, which begins at completion and is defined in the contract data. The DPL shall be extended for as long as defect remains to be corrected.
- **42.** Every time notice of a defect is given, the contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.
- **43.** Uncorrected Defects: If the contractor has not corrected a defect within the time specified in the Engineer's notice, the engineer will assess the cost of having the Defect corrected, and the contractor will pay this amount.
- **44.** The material used by the contractor at site should be of approved brand/quality/specifications and any lapse in this regard shall be responsibility of the contractor.
- **45.** Tests: the contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost including that of material supplied for execution.
- **46. Restoration of site**: On completion of contract, the contractor shall be responsible to remove all un-used material and clearing of site.

Sd/-

Divisional Manager P&S Division, Jammu JK Agro Industries Corporation Ltd.

ANNEXURE"B"

LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION

- 1. Cost of tenders' documents in shape of Bank Receipt in f/o J&K Agro Industries Development Corp. Ltd bearing Acc No. CD-0097010100000962, IFSC Code- JAKA0TNHALL.
- 2. Copy of PAN card.
- 3. Latest income tax return
- 4. Copy of GST Registration Certificate/With latest return
- 5. Technical and Financial eligibility certificates.
- 6. Tender document (SBD) duly signed & stamped on each leaf should also be uploaded.
- 7. EMD in the shape of FDR/CDR.
- 8. Turnover Certificate.
- 9. Notarized Affidavit as per Annexure C
- 10. Bid Acceptance as per Annexure D

Sd/Divisional Manager
P&S Division, Jammu
JK Agro Industries
Corporation Ltd.

ANNEXURE"C"

Affidavit on correctness of information furnished with the Bid

(On an affidavit worth Rs. 10/-)

Name of Work:
1/ I/We, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2/ The undersigned also hereby certifies that neither our firm M/s have abandoned any work on National Highways in India /any other work of state Government or central Govt. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3/ That my/our firm has not been black listed or debarred in any state or central Govt. Department Neither my/our firm has any history of litigations.
4/ In case the contract for the work is awarded in my/our favour I/we shall invest a minimum cash up to $25%$ of value of the contract during the implementation of work.
5/ I/We authorize the department to seek references from our bankers Name of bank is Branch Account No
6/ The undersigned hereby authorize (s) and request (s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
7/ The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
8/ The undersigned is submitting the bid after conducting site visit assessing site condition as per NIT, the leads & carriages, the weather condition & by accepting all the condition of tender documents
9/ That undersigned declare that neither I am nor any other partner of my firm is PRI member (Chairperson, DDC, BDC, Sarpanch, Panch etc.).
I/We solemnly affirm that the information given in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed.
Note: Affidavit to be notarized.
(Signed by an Authorized Officer of the Firm)
Title of Officer
Name of Firm
Date: Valid Email-ID Whatsapp No —

J&K Agro Industries Development Corporation Limited ANNEXURE"D" **Bid Acceptance Form**

Enit No.:

However the following conditions are reconfirmed as under:-

1. Payment clause	
Terms of payment:-	
As per Annexure of e-NIT ITEM -8	(Yes/No)
2. Delivery/Completion period	
45 days	(Yes/No)
3. Warranty Clause	_
12 months from the date of handing over the project	(Yes/No)
4. Bid Validity period	
Valid for a period of 180 days from the date of opening of tenders	(Yes/No)
5. Terms and conditions	
As per Annexure "A" of e-NIT	Yes/No)
Note: In case of any deviation from any of the terms and condition same shall have to be given on company/firm/contractor's Letter	

details and technical reasons.

Seal & signature of the Tenderer

Annexure 'C'

Detailed Specifications of compactors.

- 1. Detailed specifications of three bay compactor single phased fixed unit size2715mm (L) 400mm (W) 2130mm (H) no. of unit-1 (one). The construction shall be ridge knock down made out of 0.8 thick CRCA steel conforming to IS: 513. Each body shall have a main unit. Finish shall be Epoxy polyester powder coated thickness of 40 microns. Shelf construction shall be made from CRCA steel 0.8mm thick IS: 513. Uniformly distribution load capacity of 50 kg. Undercarriage shall have construction in welded frame made of HR sheet 3mm thick conforming to IS: 3062.
- 2. Detailed specification of compactor single phased mechanized unit size2715mm (L) 400 (W) 2130mm (H) no. of unit-1 (one). Overall dimension of TD3 twin drive unit three bay (U/C+Fitting+Cover) shall be 400mm (W) X 2715mm (L) X 2130mm (H). The construction shall be ridge knock down made out of 0.8 thick CRCA steel conforming to IS: 513. Finish shall be Epoxy polyester powder coated thickness of 40 microns. Shelf construction shall be made from CRCA steel 0.8mm thick IS: 513. Uniformly distribution load capacity of 100 kg. Undercarriage shall have construction in welded frame made of HR sheet 3mm thick conforming to IS: 3062. The Drive type configuration: Movement of units is achieved mechanically through a PU drive wheel and sprocket chain tensioner arrangement mounted rigidly onto body size. Each moveable undercarriage shall be provided with 3 rollers on the shaft for driving, 3 antifriction ball bearings for rolling. The roller assembly comprises of a die cast step wheel, 2 deep-groove ball bearing and a MS shaft. The step wheel is made of cast steel and is fitted onto the MS shaft using a feather key. Two ball bearings are then fastened on either side of the step wheel using circlips. This entire roller assembly is then snap-fitted into the wheel housing. The wheel housing is fixed in U channel of the understructure using machine screws. This wheel housing is made of engineering plastic material made by injection-molding process. The entire roller assembly is designed to withstand the maximum loads of the body. Fittings shall be centralized locking arrangements through locking stiffener mounted onto back of the single last unit so that it gets locked on the channels when all the units are brought together.
- 3. Detailed specification of double phased mechanized unit size2715mm (L), 750mm (W), 2130mm (H) no. of units-8 (eight). Channel for compactor:Overall dimension of twin drive unit three bay (U/C+Fitting+Cover) shall be 750mm (W) X 2715mm (L) X 2130mm (H)no. of units-8 (eight). The construction shall be ridge knock down made out of 0.8 thick CRCA steel conforming to IS: 513. Finish shall be Epoxy polyester powder coated thickness of 40 microns. Shelf construction shall be made from CRCA steel 0.8mm thick IS: 513. Uniformly distribution load capacity of 100 kg. Undercarriage shall have construction in welded frame made of HR sheet 3mm thick conforming to IS: 3062. The Drive type configuration: Movement of units is achieved mechanically through a PU drive wheel and sprocket chain tensioner arrangement mounted rigidly onto body size. Each moveable undercarriage shall be provided with 3 rollers on the shaft for driving, 3 antifriction ball bearings for rolling. The roller assembly comprises of a die cast step wheel, 2 deep-groove ball bearing and a MS shaft. The step wheel is made of cast steel and is fitted onto the MS shaft using a feather key. Two ball bearings are then fastened on either side of the step wheel using circlips. This entire roller assembly is then snap-fitted into the wheel housing. The wheel housing is fixed in U channel of the understructure using machine screws. This wheel housing is made of engineering plastic material made by injection-molding process. The entire roller assembly is

- designed to withstand the maximum loads of the body. Fittings shall be centralized locking arrangements through locking stiffener mounted onto back of the single last unit so that it gets locked on the channels when all the units are brought together.
- **4.** Channel for compactor: It should consists of 'C' section 2mm thick HR sheet & square 25.4mm X 2mm thick tubes both connected by screws. Prior to the grouting of guide channels with the help of raul plug & screw, ensure the ground is level.

SPECIFICATION FOR COMPACTOR SYSTEM AT JKAIDCL TALAB TILLO JAMMU ROOM SIZE AVAILABLE 25 FEET X 13 FEET

NO	SIZE (in mm)		QTY	TYPE OF UNIT		
NO.	L	W	Н	(Nos.)	TTPE OF UNIT	
01)	2715	750	2130	8	Double Faced Mechanical Unit	
02)	2715	400	2130	1	Single Faced Mechanical Unit	
03)	2715	400	2130	1	Single Faced Fixed Unit	

a. Total No. of loading levels

6 Levels

b. Alternatively, Storage capacity in terms of standard Flat Files

12960 Flat Files

- c. Each Mobile Unit will have mechanical assisted drive arrangement.
- d. Each Component of the System will be treated with rust preventive treatment and will be powder coated for better finish.

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