

Index

Name of work: Automation/upgradation of Food Processing Division, Khunmoh, Srinagar (Installation of Jam Processing Machinery)

ENIT No.: 26 of 2022-23 dated 19.07.2022

S. No.	Particular	Page No.
1	Tender Notice	2-3
2	General terms and Conditions	4-9
3	Technical Specification “Annexure A”	10-11
4	Terms and Conditions “Annexure B”	12-19
5	List of documents uploaded “Annexure C”	20
6	Format for Affidavit “Annexure D”	21
7	Bid Acceptance Form “Annexure E”	22
8	Bid Security Declaration Form “Annexure F”	23-24
9	Drawing	25

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

NOTICE INVITING TENDER

E NIT No. 26 of 2022-23 of JK Agro

No.: Agro/DM/PSJ/1169-72

Dated: 19-07-2022

For and on behalf of the JK Agro, Industries Development Corporation Ltd e-tenders are invited on item rate basis for the following work on turnkey basis from registered firms/ contractors having documentary proof of having undertaken similar nature of work and have executed successfully at least **TWO (02)** similar nature of work for the last five years to the tune of Rs 40 lacs each for which bidders must submit proof including client references, order value and performance certificates.

S. No	Description of work	Estimated Cost	Earnest Money	Cost of tender document	Time of completion	Eligibility Criterion of Bidder
1	Automation/upgradation of Food Processing Division, Khunmoh, Srinagar (Installation of Jam Processing Machinery)	95.00	2.00 lacs	5000	120 days	As per tender NIT

Position of AAA:-Accorded

Position of Funds :- Partially Available

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 Acc No CD-0077010200000133, IFSC Code- JAKA0TTALOO, Earnest money/bid security in the shape of CDR/FDR Pledged in favour of Managing Director JK Agro Industries Development Corporation Limited.

The Bidding Document Consisting of qualifying information, eligibility, criteria,

Specification, Bill of quantities(BOQ), set of terms and conditions 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. Critical dates:-

S.No	Description	Date		
		DD	MM	YYY
1.	Date of Publish of NIT	19	07	2022
2.	Document downloading start date/ Bid submission start date	19	07	2022
3.	Bid submission End date	08	08	2022
4.	Bid opening date	09	08	2022

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

J&K Agro Industries Development Corporation Limited
General terms and Conditions

Name of work: Automation/upgradation of Food Processing Division, Khunmoh, Srinagar (Installation of Jam Processing Machinery)

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 Bids shall be deposited in electronic format on the J&K Govt. Website www.jktenders.gov.in
2. The hard copies of original documents along with Bid security Declaration should be submitted only by the bidder who is declared as L1 after opening of financial bids in the office of Managing Director, Jammu.
3. The complete bidding process will be online.
4. The Technical bids shall be opened online in the Office of Managing Director, Jammu.
5. 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.
6. The Financial bids of qualifying participants/Bidders shall be opened online in the Office of Managing Director, Jammu.
7. **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.**
8. The bids for the work shall remain valid for a period of 180 days from the date of opening of bids.
9. The Bid shall be cancelled: -
 - a) Any bidder/ tenderer withdraws his bid/ tender during the period of bid validity or makes any Modifications in the terms and conditions of the bid.

- b) In case contractor fails to execute the agreement within 07 days after fixation of contract.

10. **Instruction to bidders regarding e-tendering process:**

- a) 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 with bid submission process.
- b) 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.
- c) The bidders have to submit their bids online in electronic format with Digital Signature. No Financial bid will be accepted in physical form.
- d) List of documents to be scanned and uploaded within the period of bid submission i.e.:
- i) Cost of Tender document in shape of Saving Receipt and uploading a copy of same on e-tendering portal.
 - ii) Bid security Declaration pledged to Managing Director, JK AIDCL. As per **Annexure "F"**.
 - iii) EMD in the shape of FDR/CDR.
 - iv) Other documents comprising of copies of PAN card, Latest income Tax return, GST Registration Certificate with latest return, Tender document (SBD) duly signed & stamped on each leaf should also be uploaded.
 - v) Documentary proof of having undertaken similar nature of projects on turnkey basis and have executed successfully at least **TWO** similar nature of work for the last five years to the tune of Rs. 40 lacs each for which bidders must submit proof including client references, order value and performance certificates.
 - vi) **The Successful bidder** shall have to furnish the Performance Security @ 3 % of the quoted cost in the shape of **CDR/ FDR 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 @ 3% 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.

- vii) The **Performance security @ 3% 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.

11. The J&K AIDCL will not be responsible for delay in online submission due to any reasons.
12. Bidders may contact office of the Managing Director, Jammu for any guidance for getting DSC or any other relevant details in respect of e-tendering process through email or in writing during office hrs on working days only.
13. 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.
14. 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.
15. 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.
16. Scheme of bidding process: The bid submitted by the Bidder shall be in two separate parts.

A) PART I: 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) PART II: It shall be named Financial Bid and shall comprise of:

- i) Item rates price 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)

17. Terms and Conditions:

- a) Detailed specification of the work are laid down in Annexure “A” called “Technical Specification”
- b) The detailed terms & conditions of the NIT are laid down in Annexure “B” of this tender document.
- c) The intending bidders are advised to visit the site at **Khonmoh** to ascertain the exact quantum of work before quoting their rates in their own interest.

18. 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 and installation of all equipment at site, ancillary 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 for the purpose of proof of payment of such tax. 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.

19. 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.

20. **Preparation of Bids:**

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

21. **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.

22. **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.
- ii) If the scanned copy of Bid security Declaration Form duly filled, Sign & Stamp (as per SBD) is not uploaded.
- iii) If bidder submit /upload the copy of **price bid/ BOQ** in cover-1st (Technical cover)

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 as per Annexure "A") 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.*

23. Fundamental breach of contract will include:

- i) Continuous stoppage of work for a period of 05 days without authorization of Engineer-in-charge.
- 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.

24. 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.

25. Major labour laws applicable to establishment engaged in building and other construction work:

- i) Compliance with Labour Regulation Laws of U.T.
- ii) Specification/ Quality Control: All items of works shall conform to specifications as per latest ISI specifications/ any other relevant prescribed specifications.
- iii) Insurance: Insurance cover to Labour/ Machinery/ Work/ Plant material/ Equipment by the contractor shall be mandatory and is sole responsibility of contractor.
- iv) Laws Governing the Contract:- The contract shall be governed by Laws of the land.
- v) Labour Laws applicable as enforced in the U.T of Jammu and Kashmir

26. The Lemon Grass Plant shall remain on trail basis for a period of 01 months before handing over to the department.

27. The EMD of the entire bidders including the L1 will be returned on allotment of the work. L1 bidder shall be required to keep 3% only as performance security.

J&K Agro Industries Development Corporation Limited

ANNEXURE“ A”

TECHNICAL SPECIFICATION

e-NIT:- 26 of 2022-23

Dated: 19.07.2022

Name of work: **Automation/upgradation of Food Processing Division, Khunmoh, Srinagar (Installation of Jam Processing Machinery)**

Canning and Jam Processing Unit Specifications and tentative quantities

Sl. No.	Particulars	Unit	Quantity
1	Washing Tank Bubble Jet with Net Basket (3.0x4.0x1.8 Feet)	Nos.	1
2	Gravity filling tank insulated with discharge port & Folling table 1000 Ltr.	Nos.	1
3	Fabricated working tables (SS)	Nos.	8
4	Steam Jacketed Kettle Tilting Type Complete (SS)	Nos.	4
5	Straight Line Exhaust Box SS Frame and Chain & Hood Cover	Nos.	1
6	Retort Crates	Nos.	6
7	Canning Retort	Nos.	2
8	Seam Checking Gauge	Nos.	2
9	Hand Can Pressure Tester with Air Pump	Nos.	1
10	Hand Can Vacuum Tester	Nos.	1
11	Empty Can Washer cum Sterilizer Gravity Type	Nos.	1
12	1ADS Can Rotating Double Seamer Complete with Motor Elec. And Rollers & Chucks With Adaptor Base Plate	Nos.	1
13	DS Can Rotating Double Seamer Complete with Motor Elec. And Rollers & Chucks With Adaptor Base Plate	Nos.	1
14	Fruit Milling Machine Complete with Motor Elec. (SS)	Nos.	1
15	Fruit Pulping Machine Complete with Motor Electric with Sieve (SS)	Nos.	1
16	Stainless Steel make Steam Jacketed Kettle Fixed Type Inner and Outer Shell made of 10 SWG. Mounted on Round Stainless Steel Legs. The Teflon make scrapper fitted with Remi / Kirloskar make Geared Motor and Electricals.	Nos.	1
17	Agro Waste Fired Boiler / Alternate fuel fired with 1 Ton Capacity	Nos.	1
18	SS Trolleys	Nos.	3
19	SS Tank 500 Ltr. Capacity	Nos.	1

20	Bottle Line Semi Automatic with Filler, Capping, Labeling etc for 200 gm and 500 gm Jam packing	Nos.	1
21	Inline Homogeniser :SS with 5HP Motor Same homogenizer can be used for recirculating the product and more recirculation will ensure a finer texture and also because it is self pumping it can also be used for material transfer to packaging	Nos.	1
22	Compressor	Nos.	1
23	Seaming Chuck 300	Nos.	2
24	Seaming Chuck 401	Nos.	2
25	Seaming Roller	Nos.	2
26	Round Can Body Beading machine for No.1 Tall or A 2 1/2 cans with 1 HP 3 phase motor with one set size of beading tools.	Nos.	1
27	Hoist	Nos.	1
28	Water Softener	Nos.	1
29	Fruit knives	Nos.	50

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

J&K Agro Industries Development Corporation Limited

Annexure “B”

e-NIT:- 26 of 2022-23

Dated: 19.07.2022

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 **Khonmoh** of the proposed work and fully acquaint himself with the working conditions before quoting their rates as the job is of turnkey basis. It will be construed that the tenderer has studied the site conditions completely and satisfied him with respect to the same.
3. **Definitions:** 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” 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 at Lakhanpur and octroi etc. and the fixing in position for which the items of work is intended to be operated.

5. **GST**: GST as applicable under law
6. **Price Escalation**: 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.
7. **Tender Acceptance**: 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.
8. **Security deposit/ Performance security**
 - a) **The Successful bidder on notification** shall have to furnish the Performance Security @ 3 % of the quoted cost in the shape of **CDR/FDR 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 @ 3% 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.
 - b) The **Performance security @ 3% of the successful bidder** shall be released after successful completion and handing over of work allotted.
 - 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 @3% 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.
9. **Terms of Payment**:
 - a. **90 %** payment shall be made after successful completion of work, testing & commissioning and verification thereof by Project Management Consultants/Adhoc Committee of the Corporation, **10%** payment shall be kept as deposit & shall be released after successful completion of the warranty period (DLP).
 - b. The payment claim shall be processed as per the claim verified by the Project Management Consultant appointed by the corporation/ Project

Management Committee of the corporation. The works shall be supervised by Project Management Consultant and Project Management Committee of the corporation.

- 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.
10. **Quantities:** The tendered quantities are tentative and may increase or decrease at the time of actual execution of work as per requirement.
 11. **Time of completion:** 120 days from the date of allotment.
 12. **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, 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.
 13. **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 govt. 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 0.1% value of the contract per day** and not exceeding 10% value of the contract and /or.
 - e. Forfeiture of security deposit/ Performance guarantee
 14. **Commencement of work:** The contractor shall commence work on site within 07 days from the date of issue of work order.
 15. **Site Supervision:** The work shall be carried out under the direction and supervision of the Engineer-in-charge or his representative at site. The contractor shall intimate the name of their accredited representative who would be supervising the installation and would be responsible for taking instructions for carrying out the work on day to day basis.

16. **Quality:** The decision of the Engineer-in-charge with regard to the quality of the material and workmanship will be final and binding and the material/equipment rejected by the corporation shall be immediately removed by the contract or from the site.
17. **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 Engineer-in-charge shall cause the same to be made good and deduct the cost thereof from any sums that may due to the contractor under this contract from his security deposit for other works under the Department.
18. **Defects Liability Period:** The firm shall be bound for a period of 12 **months** from the date of commissioning and 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 **03days** 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.
19. **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.
20. **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.
21. 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.

22. **Contract Signing:** 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.
23. **Warranty Period:** **The overall job shall be guaranteed for a period of 12 months.**
24. **Fees and Permits:** The contractor shall obtain all necessary permits / clearances and pay for any and all fees required for installation of the equipment.
25. **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.
26. **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.
27. **Materials, Plants & appliances:** The contractor shall arrange at his cost all materials, plants, tools, appliances and temporary works required for the execution of the works
28. **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.
29. **Employee Insurance:** ESI charges, if applicable on the workforce employed, shall be borne by the contractor.
30. **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.

31. **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.
32. **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 arbitration of a person to be mutually agreed upon or failing such agreement within thirty days of receipt of such notice of person appointed by the Jammu & Kashmir government. 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
33. **Jurisdiction of Court:** For any dispute arising out of this contract the Hon'ble High Court of Jammu & Kashmir at Jammu/Srinagar only shall have jurisdiction.
- 34. The complete bidding process will be online**
35. 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.
36. The bidders are requested to visit the site **Khunmoh** to get acquainted with the nature and quantum of job.
37. **Cancellation:** The Department reserves the right to cancel the 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 department on this account
38. All other terms and conditions as reflected in NIT shall also be applicable.
39. Tenderer / bidder shall quote their rates inclusive of GST.
40. 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.

41. The contractor shall be required to pay cess @ 1% of cost of construction work in accordance with each bill payable on account of such construction to the concerned State of Govt. (Labour Deptt.). Cost of material shall be outside the purview of cess, when supplied under a separate schedule items.” JK AGRO shall not entertain any claim whatsoever in this respect.
42. 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.
43. 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.

44. Scope of Work

- a) Tenderer has to obtain statutory approvals from relevant authorities, coordinate and file all papers/applications (wherever required). JK AIDCL officials will sign relevant papers and application forms and also deposit the required statutory charges.
- b) Tenderer has to supply, install, test and successfully commission all BOQ items.
- c) Tenderer will ensure supply of all items as per the approved makes list mentioned in the tender. In case any make is not available then reference has to be made to CPWD norms and concerned IS for that specific item.
- d) The tenderer shall guarantee all the equipment offered for satisfactory performance for a period of 12 months from the date of commissioning and handing over the installation to JK Agro against defects arising out of faulty design, material & workmanship. The tenderer should make good all the defects free of costs during the guarantee period and replace or repair the defective equipment/parts free of cost promptly and satisfactorily.
- e) The defects liability period will be 12 months after actual & final completion of work.
- f) Security Deposit will be 10% of the contract value and will be released after

completion of the defects liability period.

- 45.** For any difficulty in downloading & submission of tender document at website, www.jktenders.gov.in

(Please contact Mr. Atul Slathia, PA to MD JK Agro, Mobile no. 9858322215 for any further information).

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

ANNEXURE“C”

**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-0077010200000133, IFSC Code- JAKA0TTILOO.**
- 2. Bid security Declaration pledged to Managing Director, JK AIDCL. As per Annexure “F”.**
- 3. Copy of PAN card.**
- 4. Latest income tax Clearance Certificate/return**
- 5. Copy of GST Registration Certificate/With latest return**
- 6. Experience certificate: Similar Nature of works.**
- 7. Tender document (SBD) duly signed & stamped on each leaf should also be uploaded.**
- 8. EMD in the shape of FDR/CDR.**
- 1. NOTE:- Similar nature of work means: having undertaken such Projects on turnkey basis and have executed successfully at least TWO (2) similar nature of work for the last five years to the tune of Rs 40 lacs each.**

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

ANNEXURE“D”

FORMAT FOR AFFIDAVIT

1. I, do hereby certify that all the contents made in the Tender no.: _____ dated _____ are true & correct.
2. The undersigned also hereby certifies that our firm M/S. have neither abandoned any work in the corporation or any other department nor any contract awarded to us for such work have been rescinded during the last five years period prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, firm or corporation to furnish pertinent deemed necessary and requested by the department to verify this content or regarding any(our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying Information may be requested and agrees to furnish any such information at the request of the department/ project implementing authority.

Signature: -

Name: -

Designation: -

Address: -

J&K Agro Industries Development Corporation Limited

ANNEXURE“E”

Bid Acceptance Form

e-NIT- 26 of 2022-23

Dated: 19.07.2022

Name of work: **Automation/upgradation of Food Processing Division, Khunmoh, Srinagar
(Installation of Jam Processing Machinery).**

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

120 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 “B” of e-NIT

Yes/No).....

Note: In case of any deviation from any of the terms and conditions of the e-NIT, the same shall have to be given on company/firm/contractor’s Letter Head giving full details and technical reasons.

Seal & signature of the Tenderer

ANNEXURE-“F”

Bid Securing Declaration Form

Date: _____

Tender No _____

To

.....

.....

I/ We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/ We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, Impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance security, in accordance with the Instructions to Bidders.

I/ We understand this Bid Securing Declaration shall cease to be valid if I am/ We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or(ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

In the capacity

of.....

Name:.....

.....

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (Insert date of signing) Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Drawing

