

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

**NOTICE INVITING TENDER/SHORT TERMS TENDER NOTICE**

**E NIT No. 69 of 2023-24 JK Agro**

**No.: Agro/DM/PSJ/5042-45**

**Dated: 05.01.2024**

For and on behalf of the Lt. Governor, UT J&K, e-tenders are invited on **Percentage Basis** from approved and eligible contractors registered with J&K Govt. CPWD, Railways and other State/Central Government for the following works as per the detail given below;

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	Class of Contractor
1	<b>Mechanization, Automation and Up gradation of Nursery Infrastructure under HADP at Govt. Fruit Plant Nursery, Marta</b>	19.30	1180	38600	45 days	A,B,C
2	<b>Creation of water sources in Public Sector Nursery at GFPN Marta</b>	11.80	1180	23600	45 days	A,B,C,D

**Position of AAA:-Accorded**

**Position of Funds :- Available**

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](http://www.jktenders.gov.in) as per the schedule of dates given below:-

1	<b>Date of Issue of NIT</b>	05.01.2024
2	<b>Period of downloading of bidder documents</b>	05.01.2024 to 12.01.2024 upto 1400 hrs
3	<b>Bid submission Start date</b>	05.01.2024
4	<b>Bid submission End date</b>	12.01.2024 upto 1400 hrs
5	<b>Date and time of opening of Technical bids (online)</b>	12.01.2024 upto 1600 hrs

6	<b>Date and time of opening of Financial bids (online)</b>	After the complete Technical Evaluation of documents of all participated bidders
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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.**
2. **The date and time of opening of bid shall be notified on website [www.jktenders.gov.in](http://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. **Instruction to bidders regarding e-tendering process.**
  - 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](http://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](http://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 card 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) Notarized Affidavit with nomenclature of work for correct information duly signed by the contractor as per Annexure-C
  - (g) Copy of Bid Acceptance as per Annexure D

**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](http://www.jktenders.gov.in)

1. 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.
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.
11. **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 Saving Receipt and uploading a copy of same on e-tendering portal.
- ii) EMD in the shape of FDR/CDR.
- iii) 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, MoU with PEB in Case the contractor has not its own PEB Manufacturing Unit, Tender document (SBD) duly signed & stamped on each leaf should also be uploaded.
- iv) **The Successful bidder** 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** 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. **Unbalanced Bid:** The successful Bidder L1 shall have to deposit an additional performance security in the shape of CDR/FDR/BG before award of contract in case the bid of the lowest bidder is found to be unbalanced and following scale shall be apply thereto:

S.No	Percentage of unbalanced bid viz -a- viz Adv. Cost	Additional performance security to be deposited on quoted bid by L1
01	Upto and including 15% below	Nil
02	>15% up to and including 20% below	5%
03	>20% up to and including 25% below	10%
04	>25% up to and including 30% below	15%
05	>30% below	20%

***The additional performance security shall be released after successful completion of work***

7. The J&K AIDCL will not be responsible for delay in online submission due to any reasons.
8. 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.
9. 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.
10. 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.
11. Bidders are advised to use "My Documents" area in their user on J&K Govt. E-Tendering portal i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in) to store such documents as is required.
12. 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) 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)

**13. Terms and Conditions:**

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

**14. 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 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.

**15. 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.

**16. Preparation of Bids:**

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

**17. 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.

**18. 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.*

**19. Fundamental breach of contract will include:**

- i) Continuous stoppage of work for a period of 05 days without authorization of PMC and Project Management Committee.
- 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.

20. 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.
21. 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
22. The EMD of the entire bidders including the L1 will be returned on allotment of the work. L1 bidder shall be required to deposit 5% only as performance security.

## **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 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. **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 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.

**5. 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.

**6. 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.

**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 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 @ 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. Unbalanced Bid:** The successful Bidder L1 shall have to deposit an additional performance security in the shape of CDR/FDR/BG before award of contract in case the bid of the lowest bidder is found to be unbalanced and following scale shall be apply thereto:

S.No	Percentage of unbalanced bid viz -a- viz Adv. Cost	Additional performance security to be deposited on quoted bid by L1
01	Upto and including 15% below	Nil
02	>15% up to and including 20% below	5%

03	>20% up to and including 25% below	10%
04	>25% up to and including 30% below	15%
05	>30% below	20%

***The additional performance security shall be released after successful completion of work***

#### **9. Terms of Payment:**

- a. The payment shall be released after the successful completion of work which shall be approved and passed by PMC hired by JK AIDCL for this 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. For payment of Running Account Bills, the mandatory documents, like copy of paid challans of PF / ESI, Royalty, paid bills of water, electricity, copy of CAR & WC Policy, copy of labour license, etc, shall be required at the time of Ist RA bill & final bill. For intermediate RA bills, above documents if not available due to reasons stated by contractor with undertaking to comply, may be relaxed by PMC and Project Management Committee . However contractor must comply the statutory and other provisions Contractor shall indemnify the J K AGRO against all losses / damages due to non-compliance of above provisions at intermediate stage of any.
- d. The payment claim shall be processed as per the claim verified by the Project Management Consultant (PMC) appointed by the corporation and Project Management Committee of the corporation. The works shall be supervised by Project Management Consultant and Project Management Committee of the corporation.
- e. 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:** 45 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 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.

- 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 corporation shall with or without prejudice any other remedy available to it under any law for the time being in force in the :
- Terminate the contract after 30 days notice.
  - Recover the amount of loss caused by damage failure or default including the consequential damage as may be determined by the department and/or
  - Recover the extra cost, If any, involved in allotting the contract to other party and/or.
  - 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.
  - 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 Project Management Committee and Project Management Consultant. 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 Project Management Committee and Project Management Consultant 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 PMC and Project Management Committee 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.

18. **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.
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 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

- 33. Jurisdiction of Court:** For any dispute arising out of this contract the Court of Jammu & Kashmir at Jammu/Srinagar only shall have jurisdiction.
- 34.** 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.
- 35. 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
- 36.** All other terms and conditions as reflected in NIT shall also be applicable.
- 37.** Tenderer / bidder shall quote their rates inclusive of GST.
- 38.** 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.
- 39.** 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.
- 40.** 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.
- 41.** Tests: If the PMC and Project Management Committee instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test confirms the defect, then the contractor shall have to pay for the tests and the defective work shall have to be dismantled and reconstructed in accordance to the

IRC/MOST/BIS/CPWD/NBO specifications as applicable. Cost of the tests to be borne by the tenderer.

- 42.** The contractor will furnish documentary proof of procurement of material like cement, steel and other equipments and goods to the PMC and Project Management Committee. This will include original vouchers for all quantities in lieu of purchase of material/equipments etc from the original manufacturer or authorized dealer/distributor to the satisfaction of PMC and Project Management Committee for ascertaining of genuineness of materials.

No extra payment on account of quality control measures shall be paid to the contractor.

- 43. Identifying defects:** The engineer of PMC 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.
- 44. 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.
- 45.** 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.
- 46. 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.
- 47.** 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.
- 48. Tests:** the contractor shall be solely responsible for carrying out the mandatory tests (Concrete Block etc) required for the quality control at his own cost including that of material supplied for execution.
- 49. Restoration of site:** On completion of contract, the contractor shall be responsible to remove all un-used material and clearing of site.
- 50. Treasures & Fossils:** Anything of historical or other interest or of significant value unexpectedly found on the site shall be the property of Government.
- 51. The corporation has engaged the Project Management Consultants with following defined duties and responsibilities:**

- i) Project management and monitoring to ensure timely completion of the work.
- ii) Submission of monthly progress report detailing the physical progress of work.
- iii) For day to day supervision and management of site works, including quality control, PMC shall deploy adequate and competent manpower at construction sites as per site requirement. They will also ensure quality control at contractor's premises / plant location, if processed materials are scheduled to be supplied from outside locations, for effective project management and quality control
- iv) Maintenance of site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions of JK AIDCL, if any.
- v) Inspection of Project sites by the Supervisory Engineers & Project Coordinators of suitable level as per the JK AIDCL guidelines at planned intervals, along with recording of observations in the Site Order Book & other important registers, including issue of inspection notes for observations recorded during their visits of project sites, to all concerned including JK AIDCL, for compliance and information.
- vi) Certification of contractor's bills as per extant norms, including recording of test checks as per the JK AIDCL guidelines.
- vii) Monitoring of adherence by the contractor to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
- viii) Supervision and inspection of work during the construction and Defect Liability Period.
- ix) Issue of work completion certificate after successful completion of construction work in parts or full, after the joint survey of JK AIDCL and Contractor.
- x) Defect Liability Period (DLP) shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier. Consultant shall supervise rectification works of defects noticed during the DLP. Consultant or Project In- Charge / Executive of JK AIDCL shall issue maintenance completion certificate, after successful completion of DLP.
- xi) Performance, testing and commissioning.

- a) Issue of test certificates and “as fitted/completion drawings”.
- b) Availability of operation maintenance and service.
- c) Seasonal performance testing for maintenance of specified temperature of Refrigeration system for all seasons.
- d) Consultant shall bring to the notice of the corporation if anything additionally required to be done for smooth operation of the plant equipment etc.

However their duties and responsibilities are not exhaustive management may add or other duties and responsibilities to P.M.C as per the requirement of work at site.

The contractor shall coordinate and comply with P.M.C advise/Instructions

## **52. Scope of Work**

- a) 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 JKPWD norms and concerned IS for that specific item.
- b) 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.
- c) The defects liability period will be 12 months after actual & final completion of work.
- d) 10% security deposit shall be released after successful completion of the defects liability period of equivalent amount i.e.10% of the contract value from nationalized bank.

**53.** For any other Terms and Conditions not part of this tender. The terms and Conditions as per JK Forest Department tender notice shall be applicable.

**54.** For any difficulty in downloading & submission of tender document at website, [www.jktenders.gov.in](http://www.jktenders.gov.in)

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 registration card duly renewed for the current financial year 2023-24**
- 3. Copy of PAN card.**
- 4. Copy of GST Registration Certificate/With latest return**
- 5. Tender document (SBD) duly signed & stamped on each leaf should also be uploaded.**
- 6. EMD in the shape of FDR/CDR.**
- 7. Notarized Affidavit as per Annexure C**
- 8. 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.....

Mobile No..... –

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

Enit No.: 69 of 2023-24 JK Agro

**However the following conditions are reconfirmed as under:-**

**1. Payment clause**

Terms of payment:-

As per Annexure of e-NIT ITEM -9

(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 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