

NOTICE INVITING E - TENDER

ENIT No. 32 of 2024-25 JK Agro

No. Agro/DM/PSJ/3005-08

Dated:- 16.08.2024

JK AGRO invites E-Tender in Double Cover system of tendering for the following work:

ENIT No.	32 of 2024-25 JK Agro
Name of Work	Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machinerics (Under ODOP) at Bhaderwah).
Estimated Cost	Rs. 40.00 Lacs
Completion Period	02 Months.
Earnest Money Deposit	Rs. 80000 (through RTGS/NEFT/CDR/FDR)
Cost of Tender Document (Non-refundable)	Rs 1180/- (inclusive all taxes & duties) through RTGS/ NEFT/Bank Receipt
Date of Publish of NIT (online)	16.08.2024
Date of Pre - Bid Meeting	02.09.2024
Document downloading start date/ Bid submission start date	16.08.2024
Bid submission End date	06.09.2024 16:00 hrs
Date & Time of Opening of Tender	07.09.2024 15:00 hrs
Position of Funds	Available

For financial eligibility criteria, experience with respect to similar nature of work, etc, please refer to detailed tender notice available on website www.jkagro.com, but the complete tenderdocument can be downloaded from portal www.jktenders.gov.in. Further, Corrigendum / Addendum to this Tender, if any, will be published on www.jktenders.gov.in. Newspaper press advertisement shall not be issued for the same.

(For any query please contact on official mail md@jkagro.com, dmpsjammu@jkagro.com).

Sd/-
Divisional Manager
Member Secretary JK Agro,
Jammu

NOTICE INVITING E – TENDER (E – TENDERING MODE ONLY)

1. Online Open E-Tenders, in **Double Cover** tendering system, is invited for the below mentioned works from manufacturer and their authorized dealers for Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machineries (Under ODOP) at Bhaderwah).
2. The complete Tender document can be viewed and downloaded only from the portal www.jktenders.gov.in during the tender sale period. The intending bidders should submit the tender documents sale price & tender processing fee details at the time of making online request.
3. Complete tender papers, duly accompanied with payment proof of tender document cost and EMD shall be received online as per date and time mentioned below. Tender shall be opened through E-Tendering systems, in presence of bidders or their authorized representatives.

ENIT No.	32 of 2024-25 JK AGRO
Name of Work	Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machineries (Under ODOP) at Bhaderwah).
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Date of Pre - Bid Meeting	02.09.2024
Document downloading start date/ Bid submission start date	16.08.2024
Bid submission End date	06.09.2024 16:00 hrs
Date & Time of Opening of Tender	07.09.2024 15:00 hrs
Financial eligibility Criteria	The average annual total turnover / revenue from operations for the last three financial years (i.e. 2021-22, 2022-23 and 2023-2024) should be of value not less than the 30% of contract value Rs 12.00 Lacs. The information shall be supported by CA certificate with UDIN no. & audited Balance Sheets and Profit & Loss statements of specified last three financial years

<p>Experience with respect to similar nature of work</p>	<ol style="list-style-type: none"> 1. Experience of having successful completed similar works during last 07 years ending last day March 2024 should be either of the following:- <ol style="list-style-type: none"> a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost or b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or c. One similar completed work costing not less than the amount equal to 80% of the estimated cost. 2. Tenderer to submit required details & documents in support. <p>Note: Similar Nature of work shall cover Supply, Installation and Commissioning of Food Processing Machinery</p>
<p>Directions</p>	<ol style="list-style-type: none"> 1. This Notice Inviting E-Tender is also available at website: www.jktenders.gov.in 2. Any downloading from the website is at the sole risk & responsibility of the user after paying the tender sale price and processing fee. 3. EMD should be paid in favour of J & K Agro Industries Development Corporation Ltd through RTGS / NEFT in f/o J&K Agro Industries Development Corp. Ltd bearing Acc No. CD-0097010100000962, IFSC Code- JAKAOTNHALL or in shape of CDR/FDR Pledged in favour of Managing Director J&K Agro Industries Development Corporation Limited. The cost of tender document should be paid through RTGS/NEFT/Bank Receipt in f/o J&K Agro Industries Development Corp. Ltd bearing Acc No. CD-0097010100000962, IFSC Code- JAKAOTNHALL. The receipt of both the documents i.e Cost of tender document and EMD should be scanned and uploaded in the e-tendering website www.jktenders.gov.in along with E-Tender document. 4. To participate in the E-Tender, it is mandatory for the bidder to have user ID & password on the portal www.jktenders.gov.in 5. Corrigendum/Addendum to this Tender, if any, will be published on website www.jktenders.gov.in only. Newspaper press advertisement shall not be issued for the same. 6. Bidder shall quote their rates inclusive of GST as applicable. 7. GST, Building & other construction workers cess or any other tax, levies, duties on materials and on complete works

	<p>in respect of this contract shall be payable by the contractor and J K AGRO will not entertain any claim whatsoever in this respect. This should be included in the rates quoted by contractor.</p> <p>8. 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.</p> <p>9. 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.</p> <p>10. Price Variation clause (PVC) is not applicable in this work contract.</p> <p>11. For any difficulty in downloading & submission of tender document at the website www.jktenders.gov.in. please contact their helpdesk nos.</p> <p>12. J K AGRO reserves the right to reject any or all the tenders without assigning any reason thereof.</p> <p>13. It is a works contract. There is no EMD exemption on account of MSME bidder.</p>
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(For any query please contact on official mail md@jkagro.com, dmpsammu@jkagro.com).

Sd/-
Divisional Manager
Member Secretary JK Agro,
Jammu

PRE-QUALIFYING (PQ)-PROFORMA
MANDATORY PRE-QUALIFYING (PQ)-PROFORMA/COMPARATIVE STATEMENT
(To be filled by bidder and submitted along with tender document)

<u>NAME OF WORK:</u> Supply, Construction & Installation (LSTK basis) of Rajma and Gucci packaging plant & Machineries (Under ODOP) at Bhaderwah).		
Tender No: 32 of 2024-25 JK Agro		
NAME OF THE BIDDER		
S. No.	Description	Details
1.	Name, Address, Organization ID, Tel. /Fax No. & e-mail address of Bidder	
2.	Attested copy of Firm Details (Proprietorship/Partnership/private limited / limited company)	
3.	Attested Copy of Power of Attorney details to sign Tender Document.	
4.	Earnest Money Deposit (EMD) of Rs 80000 through e-payment. (Fill RTGS/NEFT/ CDR/FDR details)	
5.	Cost of Tender Documents of Rs. 1180/- through e-payment. (Fill RTGS/NEFT/ Bank Draft details)	
6.	PF Registration.	
7.	GST Registration	
8.	PAN No. of the bidder	
9.	Letter of Submission of tender	
10.	Manufacturer Registration details	
11.	Audited Annual Financial Statements (Balance Sheet, P & L Account etc.) for last three years :-	
a)	FY 2021-22	
b)	FY 2022-23	
c)	FY 2023-24	
12.	The average annual turnover / revenue from operations for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) should be of value not less than Rs 12.00 Lacs. The information shall be supported by a CA certificate covering specified last three financial years for the bidder.	

13.	<p>1. Experience of having successful completed similar works during last 07 years ending last day of March 2024 should be either of the following:-</p> <p>a. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost Or</p> <p>b. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost. Or</p> <p>c. One similar completed work costing not less than the amount equal to 80 % of the estimated cost.</p> <p>“Note: Similar Nature of work shall cover Supply, Installation and Commissioning of Food Processing Machinery</p>	
14.	Bar Chart for project implementation schedule	
15.	List of Permanent Technical Persons	
16.	Bank Detail i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No. RTGS No., Bank Telephone	
17.	Affidavit (Annexure - B) to be submitted by the bidder as per format along with tender	
18.	Any other details desired to be submitted by bidder	
<p>Note: 1. Bidders have to fill the complete details in Pre-Qualifying Performa. 2. The documents pertaining to above details should be scanned and uploaded in the e-tendering website at the time of online tender submission. 3. RTGS/ NEFT E-payment Challans with UTR no. <u>duly authenticated by Bank/ copy of Bank Draft</u> may also be scanned & uploaded along with tender submission 4. Affidavit (Annexure - B) must be submitted by the bidder.</p>		

SECTION - I TENDER LETTER AND AFFDAVITS

SECTION - I
TENDER LETTER

To

Name of Work: Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machineries (Under ODOP) at Bhaderwah).

Dear Sir,

1.0 Enclosed please find herewith a complete set of tender document for work mentioned above.

PART I- TECHNO COMMERCIAL BID

Section-I	-	Tender Letter
Section-II	-	Instructions to Tenderers
Section-III	-	Conditions of Contract
Section-IV	-	Technical Specifications
Section-V	-	Appendix showing important schedules
Section-VI	-	Bank Details Performa
Section-VII	-	Bill of quantity

Your offer, in E-Tender mode, is invited in **Double Cover** system of tendering, as per time, date and other instructions indicated below. You are requested to peruse instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials, through e-tendering mode on the website www.jktenders.gov.in. No other mode is acceptable. In case of E-Tender being submitted in Double cover tendering system, the Volume-I is technical bid and Volume-II is financial bid. The EMD and pre-qualification documents in requisite form shall be submitted along with techno commercial bid, in case of Double cover system of tendering.

2.0 The tender should accompany the following documents scanned and uploaded using the digital signature for signing the documents:

- i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc,
- ii) Attested copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- iii) Earnest money of Rs. 80,000/- (Rupees Eighty Thousand Only) in proper form as mentioned in the instructions to tenderers. The EMD to be paid through e-payment/CDR/FDR and receipt of the same, duly authenticated, should be scanned and uploaded in the e-tendering website: www.jktenders.gov.in.
- iv) Cost of Tender Documents of Rs 1180/- (Rupees Eleven Hundred Eighty only). The tender document cost to be paid through e-payment and receipt of the same, duly authenticated, should be scanned and uploaded in the e-tendering website: www.jktenders.gov.in.
- v) Attested copy of PF Registration Certificate (as applicable), GST Registration & PAN Card.
- vi) ***A BAR CHART indicating various milestones and their date of completion vis-à-vis deployment of resources. Here it may be noted that the completion period for the work is 09 (Nine) months commence from 15th day from the issuance of Letter of Acceptance (LOA) including mobilization period.***
- vii) Financial Eligibility Criteria
Attested copy of CA Certificate for average annual turnover/ revenue from operations for the last three financial years (i.e. 2021-22, 2022-2023 and 2023-24) as proof of average annual turnover should be of value not less than Rs 12.00 Lacs with UDIN no.
- viii) Technical Eligibility Criteria
 - a. Attested copies of work order/ PO, completion certificate as proof of having;
 1. Experience of having successful completed similar works during last 07 years ending last day of **March 2024** should be either of the following:-
 - i. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost
or
 - ii. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.
or
 - iii. One similar completed work costing not less than the amount equal to 80 % of the estimated cost.
 - b. Copies of the work completion certificates self-signed from the clients for having completed works of similar nature should contain following information:-
 - (i) Name of work
 - (ii) Date of start
 - (iii) Date of completion (Stipulated / Original)
 - (iv) Contract value (Actual / Final)
 - (v) Actual date of completion
 - (vi) Cost on completion
 - (vii) Other information (such as scope of work/ value of major items executed).
 - c.
 - (i) **Value of a completed work done by a member in an earlier JV firm** shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

- c. (ii) **Contractual payment received by a member in an earlier JV firm** shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender under consideration.

Complete documentary evidence should be submitted by bidder.

- a) List of plant, equipment and machinery owned by the tenderer.
- b) List of permanent technical personnel employed by the tenderer.
- c) Conditions of contract along with addendum / corrigendum and Errata duly read and signed on all pages.
- d) Special conditions of contract duly read and signed on all pages.
- e) Instructions to tenderers read and signed on all pages.
- f) Technical specification read and signed on all pages
- g) Drawings issued along with tender document, read and signed on all pages.
- h) Letter of submission of tender.
- i) Affidavit Annexure - B.
- j) The tender form shall be purchased and submitted only in the name of the bidder (Clause 65.4 of General Condition of Contract (GCC)).

In case of E-Tender, the digital key i.e. registration with e-tendering website should be in the name of bidder and tender form shall be purchased and submitted only in the name of the bidder.

k) Earnest Money Deposit (EMD) shall be submitted only in the name of the bidder and not in the name of any other person/ entity.

Note: (a) Tenderer not fulfilling above requirements, shall be **summarily rejected** (requirement of clause xxiii as above).

3.0 The Financial Bid shall contain the following:-

Bill of quantities with rates & amounts duly filled in figures. Total amount of bid offer should also be indicated in figures duly signed.

4.0 General

4.1 All correspondence in connection with Tenders shall be addressed to "Managing Director, JK Agro Industries Development Corporation Limited"

4.2 The ENIT No. **32 of 2024-25** given above and subject must appear on all correspondence and documents.

4.3 In case tender opening date is declared a public holiday then tenders will be opened at the same time on the next working day.

4.4 The sequence of Tender opening shall be as:-

- (i) Earnest Money Deposit (EMD).
- (ii) Technical Bid.
- (iii) Financial Bid.

5. JK Agro has selected an agency as Project Management Consultants (PMC) with respect to the project. All action taken by the Site In Charge/ Consultants of PMC shall be taken by J K AGRO for and on behalf of J&K Agro Industries Corporation Ltd.

6. Period of completion of the entire work is 02 Months commence from the 15th day from the issuance of Letter of Acceptance (LOA).

7. Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and submit their tender through E-tendering system only.

8. No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected

9. J&K Agro Industries Corporation Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.

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

11. Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in “Annexure – A”.

12. IT IS BROUGHT TO THE NOTICE OF TENDERERS THAT THEIR TENDER WILL NOT BE CONSIDERED, IF THEY FAIL TO FULFILL THE MINIMUM ELIGIBILITY AS INDICATED IN ANNEXURE “A”

Yours faithfully,

Sd/-

Divisional Manager

Member Secretary

JK Agro

Annexure-A

Name of Work: - Supply, Construction & Installation (LSTK basis) of Rajma and Gucci packaging plant & Machineries (Under ODOP) at Bhaderwah).

MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS

01. EMD of Rs. 80,000/- (Rupees Eighty Five Thousand only) in favour of “J&K Agro Industries Corporation Ltd.” The EMD to be paid through e- payment/CDR/FDR and receipt of the same should be scanned and uploaded alongwith tender document in the e-tendering website: jktenders.gov.in
02. Cost of Tender Documents of Rs 1180/- (Rupees Eleven eight Hundred eighty only). The tender document cost to be paid through e-payment and receipt of the same, duly authenticated, should be scanned and uploaded in the e-tendering website: jktenders.gov.in
03. The average annual turnover / revenue from operations for the last three financial years (i.e. 2021-22, 2022-2023 and 2023-24) should be of value not less than Rs 12.00 Lacs. The information shall be supported by a CA certificate covering specified last three financial years for the bidder with UDIN no.
04. Experience of having successful completed similar works during last 07 years ending last day of March 2024 should be either of the following:-
 - a. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost
 - or
 - b. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.
 - or
 - c. One similar completed work costing not less than the amount equal to 80 % of the estimated cost.
05. **Affidavit (Annexure-B)** duly filled up and signed on stamp paper.

NOTE: i) Tenderer not fulfilling the above requirements, shall be **summarily rejected**.

Annexure-B

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machineries (Under ODOP) at Bhaderwah) as per the Tender No. of J K AGRO, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from tender portal www.jktenders.gov.in and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of J K AGRO with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.
8. I/We certify that I/We are not black listed or debarred by Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/ JK UT Govt. from participation in tenders/contract on the date of opening of bids either in individual capacity or as a member of JV Firm.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I / We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our aboveaffidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:-

Dated:-

**Details as appropriate are to be filled in suitably by tenderer &duly Attestation before
Ist Class Magistrate.**

Annexure - C

FORM OF DECLARATION TO BE GIVEN BY THE TENDERER BEFORE TENDER NEGOTIATION

I/We do declare that in the event of failure of the contemplated negotiations relating to Tender No. opened on..... my original tender shall remain open for acceptance on its original terms and conditions.

I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

**Signature of Tenderer's
with stamp**

SECTION – II

(INSTRUCTIONS TO TENDERERS)

SECTION II INSTRUCTIONS TO TENDERERS

Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machineries (Under ODOP) at Bhaderwah).

1.0 Tender documents consisting of Instruction to Tenderers, special condition of Condition of Contract, Technical specifications, schedule of quantities of work, etc, can be downloaded from the website www.jktenders.gov.in from on payment of Rs 1180/- (Rupees Eleven Hundred eighty only) through e-payment.

2.0 Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the techno- commercial offer form.

2.1 E- Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the bidder. Tender is to be submitted through e-tender-mode only at website www.jktenders.gov.in alongwith scanned copies of credential papers.

2.2 For what so ever reasons, if any part of J K AGRO tender document is not uploaded/submitted by the bidder, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to bidder. **Missing part of J K AGRO tender document shall not be called for re-submission, however, the same shall form part of contract agreement and shall be binding on tenderer.**

3.0 **Earnest Money:** Tender must be accompanied with Earnest Money amounting to Rs.80000 (Rupees Eighty Five Thousand Only). The EMD is to be paid through e- payment/CDR/FDR and receipt of the same should be scanned and uploaded in the e-tendering website: www.jktenders.gov.in
The tender without the prescribed earnest money, shall be summarily rejected.

Note: - (i) E-Payment of tender document cost, Earnest Money Deposit (EMD) though RTGS/ NEFT/ Bank Receipt in f/o J&K Agro Industries Development Corp. Ltd bearing **Acc No CD-0097010100000962, IFSC Code- JAKA0TNHALL.**

(ii) The tender processing fee should be deposited by bidder at the time of tender purchase through e-payment.

3.1 Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances be entertained. Tenders submitted with earnest money in forms of cheque, Government Securities or in any form other than those specified above shall not be considered.

3.2 No interest shall be allowed on the Earnest Money.

3.3 Earnest money of the unqualified bidders shall be released after finalization of Technical bid in case of two packet system of tendering. EMD of technically qualified but unsuccessful bidder will be refunded after the award of Tender. EMD of unsuccessful bidders shall be released after finalization of tender in case of Double Cover System of tendering The bidder is advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction if found necessary.

3.4 For the successful tenderer, earnest money will be retained as part of the security deposit in terms

of **the Conditions of Contract**. The earnest money of other tenderers shall, save as herein before provided, be returned to them, but J K Agro shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay any interest thereon.

4.0 The successful tenderer/s shall be required to execute an agreement with J K AGRO for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement will be borne by contractor.

5.1 The contract operations and proceeding in connection with the works at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulation for the time being in force and the contractors shall further observe and comply with the bylaws & regulations of the Government of India, UT Government, local Municipalities and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as carried out by the contractor/s and shall give all notices required by such by-laws & regulations. The hospital and medical regulations in force for the time being shall also be complied with by the contractor/ contractors and his workmen.

5.2 The contractor shall be responsible for the observance of the rules and regulations under the Mines Act and Mineral Rules and Indian Metallurgical rules and regulations of State Government concerned as amended from time to time.

5.3 The contractor shall at all times keep the J K AGRO Administration indemnified against all penalties that may be imposed by the Government of India or UT Government for infringement of any other clauses of the mines act and rules made there under in respect of the quarries from which the quarry material for these works is procured.

5.4 The tenderer's offer shall be valid for **180 days for Double Cover tendering system** from the date of **opening** of the tender. The tenderer shall extend the offer as desired by J K AGRO in case the tender is not finalized within validity period.

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

5.6 The tenderer/s shall submit an analysis of rates, if called upon to do so.

5.7 Contractor is required to get himself registered as per Building & Other Construction Workers Cess Act 1996, PF Registration , Goods and Service Tax, etc. as per Govt. of India law.

6.0 Conditions of Contract and Specifications

6.1 Works will be carried out according to the Conditions of contract, & PWD/ SSR 2022/CPWD Specifications with upto date correction slips along with special conditions of contract, technical specifications issued with this tender document. For roads and pavements, MORTH specification shall be followed. If, however, any particular item or issue is not covered by these specifications and special specifications, then the work shall be carried out in accordance to relevant BIS (IS) Codes and Code of practice.

6.2 The following publications can be obtained from the office of the MD, JK Agro:

- i) Conditions of Contract and regulation's and instruction's to Tenderers.

6.3 The following publications can be obtained from Secretary, Indian Road Congress, Jam Nagar House, New Delhi, book shops

- i) MORTH Standard Specification (latest revised edition) for Road and bridge work; along with upto date correction slips for roads and pavements.
- ii) PWD/ SSR 2022 Specification with up to date correction slips can be obtained from

PWD/ SSR 2022 office/CPWD.

6.4 Correction slips issued upto the date of N.I.T. will be operative to the publications mentioned below:

- i) PWD/ SSR 2022 Specification.
- ii) Conditions of Contract, Regulations and Instructions to Tenderers.
- iii) Specifications for Road and Bridge work latest revision (MORTH) specification.

6.5 The bid document shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence in the order, given below:-

- i) Bill of Quantities (BOQ)
- ii) Technical specifications
- iii) Drawings
- iv) Special Conditions of Contract
- v) Conditions of Contract
- vi) Instructions to tenderers.

6.6 The tenderer should note that the publication mentioned in Para 6.0 have been prepared for use by PWD/ SSR 2022 MORTH. For the use of these publications by J K AGRO the designation mentioned therein will deem to have been modified for use by J K AGRO as follows.

7.0 Time is the essence of the contract. In order to complete the work within the scheduled time, the tenderer is required to submit a PERT/BAR CHART for major mile stones for various activities indicating the time required for the same.

7.1 In case of E-tendering rates should be quoted in figures only. Tenderers may note that non-compliance of above may lead to rejection of their tender.

7.2 Where percentage rate is asked for, tenderer should write percentage in figures only. Tenderers may note that non-compliance of above may lead to rejection of their tender.

7.3 Tenders completed as per instructions will be submitted through e-tendering mode only in the website www.jktenders.gov.in as per the prescribed date and time mentioned in the tender notice and tender will be opened on the prescribed date and time in the presence of tenderers or their authorized representative who may wish to be present. Only one representative of each tenderer, who has submitted the tender, will be allowed.

7.4 The tenderer shall visit the site and acquaint himself fully of the site conditions before quoting the rates. No claim arising out of ignorance of site conditions shall be entertained. The contractor will have to follow the extant procedure enforce for movement of labour, material, vehicles, etc, both for inward and outward. Nothing extra will be paid for it.

8.0 The acceptance of a tender will rest with the competent authority 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. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect, are liable to be rejected. **J K AGRO also reserve the right of accepting the whole or any part of tender and tenderer shall be bound to perform the same at the rates quoted.** J K AGRO also reserve the right for not to invite tender for any work, or to invite open or limited tender.

8.1 Tenders containing any condition leading to unknown/indefinite liabilities shall be summarily rejected.

8.2 If at all any rebate / rebates is/are offered the tenderer shall first quote his rates strictly on the terms and conditions stipulated in the tender document and then show separately any rebates(s) offered specifying the reasons / conditions for such rebate(s), failure to follow this procedure will render the tender liable to rejection.

8.3 Canvassing in connection with tender are strictly prohibited and the tenders submitted by the

tenderer who resort to canvassing will be liable to rejection.

9.0 In the financial bid the prices/ rates must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and duly filled up and uploaded to the e-tendering site using **digital signatures** for signing the documents/(signed and uploaded).

10.0 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Site in charge / PMC shall be communicated to the MD JK Agro.

11.0 **Goods and Service Tax matters:** Tenderer / bidder shall quote their rates inclusive of Goods and Service Tax, as applicable and Goods and Service Tax will not be paid / reimbursed by J K AGRO.

11.1 Goods and Service Tax, 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 and J K AGRO will not entertain any claim what so ever in this respect. This should be included in the rates quoted by contractor.

11.2 (a) The Contractor / Tenderer / Vendor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to J K AGRO. In respect of each supply of Goods and Services contractor/tenderer will specify whether CGST/SGST will be attracted to IGST will be attracted along with rate thereof.

(b) The contractor/Tenderer/Vendor indemnifies J K AGRO, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by J K AGRO, the Contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to J K AGRO with relevant documents.

(c) Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the J K AGRO.

(d) In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalty/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the J K AGRO.

(e) If as result of Change in Law, Contractor/Tenderer/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the J K AGRO and propose amendment to this Agreement so as to pass the incremental benefit to J K AGRO which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.

(f) Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor undertakes to indemnify the J K AGRO for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the J K AGRO.

12.0 Under Income Tax Act, 1961, a deduction for income tax along with surcharge as applicable will be made from sums paid on account and final payments for carrying out the work under this contract.

12.1 The tenderer 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 UT Govt. (Labour Deptt.), Cost of material shall be outside the purview of cess, when supplied under a separate schedule items". J K AGRO shall not entertain any claim whatsoever in this respect.

13.0 Tender for works shall remain open for acceptance for a period of **180 days for Double Cover system of tendering** from the date of **opening** of tenders. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws his tender before the expiry of the said validity period or makes any modifications in the terms and conditions of the tender, which are not acceptable, then **J K Agro**, without prejudice to any other right or remedy, shall be at liberty to forfeit his earnest money.

14.0 The Tenderer shall scan and upload the work experience certificate of similar nature works completed by him in the last seven financial years. The certificate should indicate name of work, client name, date of start and actual date of completion of completed work, completed value of work, satisfactory completion certificate.

15.0 The tenderer shall scan and upload the CA Certificate, audited balance sheets with Profit & Loss account statement of specified last three years in respect of average financial turnover, Contractor registration Certificate, Power of Attorney, Affidavit of Proprietorship/Memorandum & Article of Association, PF Registration Certificate, PAN Card, Bar Chart, similar nature works completion certificates & their work orders, Goods and Service Tax , list of personnel, list of tools, plants and machinery and undertaking downloaded tender documents.

15.1 No additional documents will be entertained after tender opening, except clarification documents required if any, regarding already submitted documents with tender. Any documents submitted suo-moto by the bidder through e-mail/ post/ hand delivery, etc, shall neither be entertained nor considered for evaluation.

15.2 **For deciding eligibility of tender and award of work, it is mandatory** for tenderer / bidder to submit Affidavit (Annexure - B), EMD, Tender document Fees, Tender processing fees, financial turnover, (audited Balance Sheets with Profit & Loss Account of specified last three years as per NIT), and similar nature of work experience certificates of requisite magnitude as per NIT.

15.3 All other documents like PAN Card, PF Registration, Goods and Service Tax Registration, Bar Chart, List of plant, machinery, technical persons, etc, are also required to be submitted along with tender.

16.0 If the tender is made by **proprietary firm**, it shall be signed by the proprietor with his full name and full name of his firm with its current address.

16.(a). If the application is made by a firm in **partnership**, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the power of attorney for the firm by signing the applications in which case a **certified copy** of the power of attorney shall accompany the application. **A certified copy of the partnership deed**, current address of the firm and the full names, and current addresses of all the partners of the firm shall also accompany the application.

16.(b). If the application is made by a **limited company or a limited corporation**, it shall be signed by a duly authorized person holding the power of attorney for signing the application in which case a **certified copy of the power of attorney** shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence, before the contract is

awarded.

16 (c) If the tenderer/tenderers deliberately gives/give wrong information or conceals some facts in his/their tender or creates/create circumstances for the acceptance of his/their tender fraudulently, the J K AGRO reserve the right to reject such tender at any stage, along with forfeiture of earnest money deposit. Tenderers are liable to face the penalty of banning of business dealings with him by J K AGRO.

17.0 Performance Security Deposit

17.1 The contractor shall required to deposit 5% of contract value as security deposit in shape of CDR/FDR Pledged in favour of **Managing Director J&K Agro Industries Development Corporation Limited** within 15 days after issuance of LoI. On deposit of performance security deposit, the full payment of EMD deposited shall be released in favor of the contractor.

17.2 If in case contractor failed to start/complete the work, within the stipulated time period, his Performance Security Deposit 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.

17.3 The performance security deposit unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Site In charge to the effect that the work is completed satisfactorily and maintained in all respects for the period specified in the contract.

18.0 The successful tenderer shall be required to execute an agreement with J K AGRO in prescribed Performa within a maximum period of 30 days after date of issue of LOA.

19.0 MEANING OF TERMS

19.01 In these Regulations for Tenders and Contracts various terms shall have the meaning as defined in the Conditions of Contract. Words importing the singular number shall also include the plurals and vice-versa where the context requires.

These Regulations for Tenders and Contracts shall be read in conjunction with the Contract which are referred to herein and shall be subject to modification additions or supersession by special conditions of contract and/or Technical specifications if any, to the Tender Forms.

19.02 A contractor should furnish particulars regarding :-

- a) His knowledge from actual personal investigation of the actual site condition and resources of the zones in which he offers to work.
- b) His ability to supervise the work personally or by competent and duly authorized agents.

20.0 Should a Tenderer find discrepancies, or omissions in the drawings or any of the Tender forms or should he be in doubt as to their meaning, he should at once notify (within 10 days of start of tender sale) to the authority inviting tenders, who may send a written intimation to all Tenderers. It should be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

21.0 The tenderer shall be required to keep the offer open till such date as might be specified in the tender. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation on his part, that after **submitting his tender**, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the J K AGRO. Should the Tenderer fail to observe or comply with the said stipulations, the earnest money amount shall be liable to be forfeited by JK Agro.

22.0 The J K AGRO will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm and subsequent to the execution of the contract. It may, however,

recognize such power of attorney and changes after obtaining proper legal advice, the cost of which, will be chargeable to the Contractor.

23.0 The tenderer, whose tender is accepted, shall be required to appear at the office of J K AGRO in person, or through a duly authorized representative, to execute the contract documents/agreement within 30 days after date of issue of LOA. Failure to do so shall constitute a breach of agreement effected by the acceptance of the tender, in which case, the earnest money & other dues shall be forfeited by the JK Agro.

24.0 If a tenderer expires after the submission of his tender or after the acceptance of his tender the J K AGRO shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the J K AGRO shall deem such tender as cancelled, unless the firm retains its character. However, in such cases, the amount of earnest money will be refunded to the legal heir on production of successor certificate.

25.0 In the event of any Tenderer whose tender is accepted shall refuse to execute the contract documents, the J K AGRO may determine that such Tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be null and void and the JK AGRO shall be entitled to forfeit the full earnest money as liquidated damages for such default.

26.0 In E-Tendering, Bids in physical form in tender box/by post shall not be accepted.

27.0 Submission of tender and credential documents through E-Tender website www.jktenders.gov.in is sole risk & responsibility of the bidder. Any claim on this account will not be entertained. Hence, bidder should ensure that tender along with all requisite credential papers should be submitted / uploaded on the e-tender website on or before tender submission date and time.

28.0 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.

29.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in any Department of the Government of India is allowed to work as a contractor for a period of two years immediately after his retirement from Government service without the prior permission of the Government of India. Such Contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

30.0 Should a Tenderer or Contractor have a relative employed in Managerial capacity in J K AGRO or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the J K AGRO, the authority inviting tender shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected. If such a fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in Conditions of Contract.

31.0 Performa to be filled and signed by the Tenderer and scanned & uploaded along with the tender is given below. Portions not applicable may be deleted

- 32.0 The undersigned: -
- i)
 - a) is a retired officer holding prior to retirement a post in J K AGRO/Govt. of India/ UT Govt
 - b) is a partnership firm having as one of its partners person as aforesaid.
 - c) is an incorporated company having, retired officer/Engineer/Manager as stated above.
 - d) has no such retired Engineer or retired manager, associated with it as stated above.

 - ii) If falling under any of the above categories (a) to (c), particulars of the officer may be furnished here under: -
 - a) Post held before retirement _____
 - b) Date of retirement _____
 - c) If not retired at least two years prior to date of submission of tender, state whether permission for taking such employment has been obtained from the officer duly authorized in this behalf

 - iii) If the Tenderer or in case of a firm or Company, any of the shareholders has a relative or relatives employed in managerial capacity in the J K AGRO, particulars of such relative in the J K AGRO may be furnished here under-_____
 1. NAME
 2. DESIGNATION
 3. RELATIONSHIP

PLACE :
DATED :

SIGNATURE OF TENDERER

33.0 Power of Attorney

33.1 Notwithstanding anything contained in the clause above, the tenderer shall execute the Power of Attorney in prescribed format as mentioned in Appendix-III (a) and Appendix III (b) and shall conform to the following :-

33.2 A company, while executing Power of Attorney must make conformity with the board resolution and the charter documents giving the power to issue the said Power of Attorney including further sub delegation of the same by the said POA holder only.

33.3 “Unless notified in writing to the Tendering Authority, the Authority shall recognize only that POA holder for the purposes of tender submission and matters related thereto whose notice and necessary POA document was submitted to the Authority at the time of tender submission”.

33.4 While for a partnership firm either all the partners of the partnership firm shall execute and confirm the Power of Attorney if executed or there shall exist a Power of Attorney in favour of the Partners executing the Power of Attorney for the delegation of power on behalf of the Tenderer.

33.5 The Power of Attorney being executed by the Tenderer herein shall be executed in favour of only its Partner or Director or Salaried employee. And in case the POA is being executed by the Tenderer in favour of its salaried employee, the said employee should have worked for at least more than 1 year continuously with the Tenderer and the Tenderer should furnish the following.

- Name
- Designation
- Mobile/Contact no.
- Employment letter /agreement issued by the firm
-

- Information about the wages paid i.e. (Salary slips)
- Form-16
- PAN card
- PF Number
- Power of Attorney as per Annexure III(a), III(b)

33.6 J K AGRO will not be bound by the Power of Attorney furnished by the Tenderer and acceptance of the same shall be at the sole discretion of the J K AGRO.

33.7 There can validly exist only a single Power of Attorney at any given time. The Power of Attorney executed and accepted by J K AGRO shall stand revoked on issuance of any new Power of Attorney issued within the rules herein, with regard to this particular Project.

33.8 During the subsistence of contract if the Power of Attorney holder is found to be creating mischief or involved in any illegal or unlawful activity, J K AGRO will at its sole discretion reject the Power of Attorney of such person submitted by the Tenderer and the Tenderer would be required to issue a fresh Power of Attorney within the rules herein in favour of authorized person, stated above, within a period of 10 days of being so notified.

LETTER OF SUBMISSION OF TENDER

From :

To :

.....

Name of Work: Supply, Construction & Installation (LSTK basis) of Rajma and Gucchi packaging plant & Machineries (Under ODOP) at Bhaderwah).

Dear Sir,

Having examined the Tender Documents consisting of conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, Drawings, Time Schedule, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of J K AGRO, relative to the work tendered for in connection with Projects, and having conducted a thorough study of the job, site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability of land for right of way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay penalty to the J K AGRO as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the Conditions and Special Conditions of Contract with all correction slips upto date and amendments, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works and according to the specifications for materials and works of the PWD/ SSR 2022/MORTH/Special conditions. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within 15 days from the date of issue of LOA without penalty / with penalty respectively, after notice that the contract has been awarded to me/us and to commence the work within 15 days after date of issue of LOA failing which I/We shall have no objection to the forfeiture of the earnest money amounting to Rs. 80000/-only, lodged with the JK Agro.

I/We also undertake to carry out the work in accordance with the said plan specifications and tender documents as stated in the above Para and to bind and provide such of the materials (other than those to be

supplied by the J K AGRO), and to do all such things which in the opinion of the Site In Charge may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contracts.

I/We have annexed all the documents with Tender Noand all the documents listed under **Section-1** including tender documents duly signed.

I/We hereby undertake that the statements made herein and the information given in the annexure referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling J K AGRO to avoid any resultant contract.

I/We confirm having deposited earnest money of Rs. 80000/- (Rupees Thirty Five lacs Eight Five Thousand Only) in the prescribed form.

SIGNATURE (S) OF THE TENDERER WITH STAMP

Name & Designation of authorized person (s) Signing the tender on behalf of the tenderer (s) (Power of attorney to be also enclosed)

INDEMNITY BOND

Name of the work (On non-judicial stamp paper of appropriate value) Know all men by these presents that I/we _____ Name of Contractor with address _____

Do hereby execute Indemnity Bond on _____ day of _____ 2023 in favour of (I) J&K Agro Industries Corporation Ltd.,..... and

(II).....appointed as the Engineers for the Project Management for and on behalf of J K AGRO for the work of _____ vide Tender No.

THIS DEED WITNESSETH AS FOLLOWS:

I/We _____ (Name of contractor) hereby do indemnify and save harmless J K AGRO &having their Regd. Office at and respectively from:

- (1) Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or by violation of any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.
(2) Any damage, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub contractor, if any, servants or agents.
(3) Any claims by an employee of Mine/ours or of sub-contractor(s) if any, under the Workman Compensation Act and Employers' Liability act, 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract, work and/or arising out of and in the course of employment of any workman/employee.
(4) Any Act or omission of mine/ours or sub-contractors if any. Our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE.....

HAS SET HIS/THEIR HANDS ON THIS DAY OF.....2023.

SIGNED AND DELIVERED BY THE

AFORESAID.....

IN THE PRESENCE OF WITNESS

- 1.
2.

Power of Attorney**ON NON-JUDICIAL STAMP PAPER OF ADEQUATE VALUE AS PER THE JURISDICTION**

Know all men by these presents I/We,, son/daughter/wife of Mr....., aged years, citizen of, presently residing at, Managing Director/ Chief Executive Officer/Partner of M/s.....[*name of contractor*], a company/Firm incorporated in India under the **Partnership Act/Companies Act, 1956/ Companies Act, 2013** and having its registered office at(hereinafter called “the Principal) by virtue of the resolution passed at the Meeting of the Board of Directors of the Company held on or deed/resolution of the Firm dated *or* the Power of Attorney dated granted to me pursuant to the resolution passed at the meeting of Board of Directors of company held on or deed/resolution of the Firm dated....., delegated to me/us certain powers to act on behalf of the company/firm for various purposes. As per the said delegation, I/We have been authorized to appoint and substitute any person or persons to exercise all or any of certain powers delegated to me/us by the Company/Firm and/or to grant Powers of Attorney to the officers and employees of the Company/Firm to perform various acts, deeds and things required to be done by the Company/Firm.

Whereas J&K Agro Industries Corporation Ltd. (“J K AGRO”), has invited proposals from interested parties for the work of..... at (Project/works).

Whereas, _____ (name of the contractor), the Principal is interested in bidding for the Project/works in accordance with the terms and conditions of the tender document, bearing No....., dated and other connected documents in respect of the Project/works, and

Whereas, it is necessary for the Principal to delegate to one of the employee / partner(s) / director with all necessary power and authority to do for and on behalf of the _____ (name of the contractor), all acts, deeds and things as may be necessary, including but not limited to representing the contractor, signing of tender documents, bills, measurement books, drawings and other related documents in connection with the _____ Bid for the Project/works and its execution.

NOW THESE PRESENTS WITNESSETH that I/we do hereby designate, nominate, constitute appoint and irrevocably authorize Mr./ Ms., son/daughter/wife of Mr....., aged years, citizen of....., presently residing at,[specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal(hereinafter referred to as the “Attorney”), to have and exercise in the name and on behalf of the Principal the powers and authorities hereinafter mentioned:

1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and

2. To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/tender for the Project/works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit

information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with J K AGRO, and/ or any other Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Contractor's bid for the Project/works and/ or upon award thereof till the agreement for the Project/works is entered into with J K AGRO and thereafter till the completion of the project/works and expiry of the contract agreement.

AND We/I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/works or if earlier revoked by me or the Company/Firm.

Given under the hand of the within named[name of individual] on this day of.....[month][year].

[Signature of Managing Director/ Director/Partner(s)/Other authorised person][Name of Company/Firm]

[date] [place]

I accept

[Signature of Attorney][date]
[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Tenderer shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

Power of Attorney

ON NON-JUDICIAL STAMP PAPER OF ADEQUATE VALUE AS PER THE JURISDICTION

Know all men by these presents I, son/daughter/wife of Mr....., aged years, citizen of, presently residing at and **Proprietor** of M/s..... and having its office at(hereinafter called “the Principal) do hereby execute this Power of Attorney on the date mentioned herein below.

Whereas J&K Agro Industries Corporation Ltd. (“J K AGRO”), has invited proposals from interested parties for the work of at (Project/works).

Whereas, _____ (name of the contractor), the Principal is interested in bidding for the Project/works in accordance with the terms and conditions of the tender document, bearing No....., dated and other connected documents in respect of the Project/works, and

Whereas, it is necessary for the Principal to delegate to one of the employee with all necessary power and authority to do for and on behalf of the _____ (name of the contractor), all acts, deeds and things as may be necessary, including but not limited to representing the contractor, signing of tender documents, bills, measurement books, drawings and other related documents in connection with the _____ Bid for the Project/works and its execution.

NOW THESE PRESENTS WITNESSETH that I do hereby designate, nominate, constitute appoint and irrevocably authorize Mr./ Ms., son/daughter/wife of Mr....., aged years, citizen of, presently residing at, [specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal(hereinafter referred to as the “Attorney”), to have and exercise in the name and on behalf of the Principal the powers and authorities hereinafter mentioned:

1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and
2. To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/tender for the Project/works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with J K AGRO, and/ or any other

Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Contractor's bid for the Project/works and/ or upon award thereof till the agreement for the Project/works is entered into with J K AGRO and thereafter till the completion of the project/works and expiry of the contract agreement.

AND I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/works or if earlier revoked by me.

Given under the hand of the within named[name of individual] on this day of.....[month][year].

[Signature of Proprietor][Name of Concern]

[date] [place]

I accept

[Signature of Attorney][date]
[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Tenderer shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

ANNEXURE- D
AGREEMENT FOR WORKS

Agreement No. _____

THIS AGREEMENT made this _____ day of _____ Two thousand and _____ between JK Agro Industries Development Corporation Ltd., (JK Agro) having its registered office at Agro Complex, Lal Mandi, Srinagar (which expression shall mean and include its successor or successors in office and assigns) representing through Managing Director, JK Agro Ltd., hereinafter called "The Company" on the one part and M/s. _____ hereinafter called the "Contractor" (which expression shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works drawings and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the terms CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contractor _____ (Name of Contractor) _____ for the execution of _____ (name of work) _____ as per below mentioned correspondence letters :-

- (a) Tender No:- _____
- (b) Tender opened on _____
- (c) Contractor letter No; _____
- (d) This office letter No. _____

Company Detailed Letter of Acceptance no. _____ as accepted by Contractor _____ (Name of Contractor) _____ for the provision and the execution of the said work at the accepted rates, terms & conditions. The total contract amount works out for this work is Rs. _____ (Rupees _____).

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work within _____ months from the 15th day after date of issue of detailed letter of acceptance i.e., by _____ as provided in the tender document and shall maintain the same at his own cost for a period of **09 (Nine) months** thereafter, perform all other acts to be implied there from or may be reasonably necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.

2. Time is the essence of the contract. Extension of time due to delay on the part of contractor, i.e.. in case the contractor fails to complete the work within the stipulated period, including extended period, if granted, contractor will be liable to pay liquidated damages and not by way of penalty.

3. In consideration of the due provision, execution, and completion of the said works, the Company does hereby, agree with the contractor that the Company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rate" as contained in the appended schedule and such other sums as may become payable to the Contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

4. Performance Security deposit on acceptance of tender:

(a) Contractor has submitted FDR/CDR amounting to Rs. _____ (Rupees _____) vide bank A/c No. _____ dated _____ issued by _____ (Name of the bank) valid till _____.

(b) Performance security deposit on acceptance of the tender is 5% (Five percent) and shall be return after successful completion of work.

(c) Security deposit of project 10% (Five percent) of the contract value, will be recovered from the Running Account Bills at the rate of 10% from each running bill and shall be retained till the completion of defect liability period of two year.

The security deposit unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Site In Charge to the effect that the work is completed satisfactorily and maintained in all respects for the period specified in the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to JK Agro against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate is required to be submitted by contractor.

No interest will accrue on the Security Deposit under any circumstances.

5. Price Variation Clause (PVC) is not applicable in this contract.

6. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Company the sum as may be due to the Company for the service, if any rendered by the Company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the Company's equipment materials, plant and machinery liquidated damages, if any, as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

SIGNED AND DELIVERED FOR AND ON BEHALF OF.....

IN THE PRESENCE OF

WITNESS :

1. _____

2. _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF JK AGRO.

IN THE PRESENCE OF

WITNESS :

1. _____

2. _____

SECTION – III

(General Conditions of Contract)

GENERAL OBLIGATIONS

1. Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the JK Agro and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the JK Agro to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards.

2. Law Governing The Contract : The contract shall be governed by the law for the time being in force in the Republic of India.

3. Compliance To Regulations And Bye-Laws : The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Site In charge notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Site In charge in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4. Communications To Be In Writing : All notices, communications, reference and complaints made by the JK Agro or the Site In charge or the Site In charge's Representative or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. Service Of Notices On Contractors : The Contractor shall furnish to the Site In charge the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor,

if delivered to the Contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Site In charge.

6. Occupation And Use Of Land : No land belonging to or in the possession of the JK Agro shall be occupied by the Contractor without the permission of the JK Agro. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-JK Agro bodies/persons are permitted to use JK Agro premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment Or Subletting Of Contract : The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the JK Agro. Any breach of this condition shall entitle the JK Agro to rescind the contract and also render the contractor liable for payment to the JK Agro in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the JK Agro and shall not relieve the Contractor of any responsibility under the Contract.

8. Carriage Of Materials : No forwarding orders shall be issued by the JK Agro for the conveyance of Contractor's materials, tools and plant for use in the works and the contractor shall pay full freight charges at public tariff rates therefor.

9. Representation On Works : The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Site In charge and orders given by the Site In charge or the Site In charge r's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the JK Agro to rescind the contract.

10. Excavated Material : The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the JK Agro provided that the Contractor may, with the permission of the Site In charge, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Site In charge.

11. **Indemnity By Contractors :** The Contractor shall indemnify and save harmless the JK Agro from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the JK Agro by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

12. **Security Deposit (Retention Money):**

Security Deposit for each work shall be **10 %** of the contract value, The rate of recovery shall be at the rate of **10 %** of the running bill amount till the full Security Deposit is recovered.

50% of the Security Deposit shall be returned after one year of maintenance to be counted from the date of Commissioning/ handing over & remaining 50% after two years of maintenance to be counted from the date of Commissioning/ handing over, after receipt of satisfactorily report from the committee constituted by JK Agro regarding functioning of plant & machinery installed . The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to JK Agro against the contract concerned. Before releasing the SD, an unconditional and unequivocal **‘No Claim Certificate’** from the contractor concerned shall be obtained.

No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

13. **Force Majeure Clause :** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Site In charge as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

14. **Extension Of Time In Contracts :** Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

(i) **Extension Due To Modification :** If any modifications have been ordered which in the opinion of the Site In charge have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Site In charge to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

(ii) **Extension For Delay Not Due To JK Agro Or Contractor :** If in the opinion of the Site In charge, the progress of work has any time been delayed by any act or neglect of JK Agro's employees or by other contractor employed by the JK Agro of these Conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Site In charge pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the JK Agro for which he shall have specially applied in writing to the Site In charge or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Site In charge within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Site In charge to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Site In charge on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

(iii) **Extension For Delay Due To JK Agro :** In the event of any failure or delay by the JK Agro to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the JK Agro due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefor, but in any such case, the JK Agro may grant such extension or extensions of the completion date as may be considered reasonable.

EXECUTION OF WORKS

15. **Contractor's Understanding :** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

16. **Commencement Of Works :** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the corporation and shall proceed with the same with due expedition and without delay

17. **Accepted Programme Of Work :** The Contractor who has been awarded the work shall as soon as possible but not later than 15 days after the date of receipt of the acceptance letter in respect of contract. The contractor have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Site In charge, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the work than indicated in the programme.

18. **Setting Out Of Works :** The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Site In charge 's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co- operate with the Site In charge 's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the Contractor, on being required so to do by the Site In charge's representative shall, at his own cost rectify such errors, to the satisfaction of the Site In charge's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, and other things used in setting out the work.

19. **Compliance To Site In charge's Instructions :** The Site In charge shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Site In charge from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20. **Alterations To Be Authorized :** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under instructions from the Site In charge, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Site In charge.

21. **Extra Works :** Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the

execution of such works which may be carried out by another contractor or contractors or by other means at the option of the JK Agro.

22. **Separate Contracts In Connection With Works :** The JK Agro shall have the right to let other contracts in connection with the works. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractors work depends for proper execution or result upon the work of another contractor(s), the Contractor shall inspect and promptly report to the Site In charge any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

23. **Instruction Of Site In charge 's Representative :** Any instructions or approval given by the Site In charge's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Site In charge provided always as follows:

a. Failure of the Site In charge's representative to disapprove any work or materials shall not prejudice the power of the Site In charge thereafter to disapprove such work or material and to order the removal or breaking up thereof.

b. If the Contractor shall be dissatisfied by reason of any decision of the Site In charge's representative, he shall be entitled to refer the matter to the Site In charge who shall there upon confirm or vary such decision.

24. **Adherence To Specifications And Drawings :** The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Site In charge, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the JK Agro.

25. **Drawings And Specifications Of The Works :** The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Site In charge or the Site In charge's Representative.

26. **Ownership Of Drawings And Specifications :** All Drawings and Specifications and copies thereof furnished by the JK Agro to the Contractor are deemed to be the property of the JK Agro. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the JK Agro on completion of the work or termination of the Contract.

27. **Compliance With Contractor's Request For Details :** The Corporation shall furnish with reasonable promptness, after receipt by him of the Contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be

consistent with the Contract Documents and reasonably inferable therefrom.

28. **Meaning And Intent Of Specification And Drawings :** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Site In charge thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Managing Director who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

29. **Working During Night :** The Contractor shall not carry out any work between sunset and sun-rise without the previous permission of the Site In charge.

30. **Damage To JK Agro Property Or Private Life And Property :** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the JK Agro or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the JK Agro and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the JK Agro shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the JK Agro may incur in reference thereto, shall be charged to the Contractor. The JK Agro shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

31. **Sheds, Stores Houses And Yards :** The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Site In charge is requisite for carrying on the works and the Contractor shall keep at each such sheds, store-houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Site In charge and the Site In charge's representative shall have free access to the said sheds, store houses and yards at anytime for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Site In charge may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

32. **Workmanship And Testing :** The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Site In charge according to the instructions and directions which the Contractors may from time to time receive from the Site In charge. The materials may be subjected to tests by means of such machines, instruments and appliances as the Site In charge may direct and wholly at the expense of the Contractor.

33. **Removal Of Improper Work And Materials :** The Site In charge or the Site In charge's Representative shall be entitled to order from time to time:

- i. the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- ii. the substitution of proper and suitable materials, and
- iii. the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the JK Agro shall be entitled to rescind the contract under conditions.

34. **Facilities For Inspection :** The Contractor shall afford the Site In charge and the Site In charge 's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Site In charge and the Site In charge 's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

35. **Examination Of Work Before Covering Up :** The Contractor shall give 7 days' notice to the Site In charge or the Site In charge's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Site In charge or the Site In charge's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

36. **Safety Of Public :** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or JK Agro property and shall post such look out men as may, in the opinion of the Site In charge, be required to comply with regulations appertaining to the work.

37. **Suspension Of Works :** The Contractor shall on the order of the Site In charge r, suspend the progress of the works or any part thereof for such time or times and in such manner as the Site In charge

38. may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Site In charge. If such suspension is:

a. Provided for in the contract, or

b. Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or

c. Necessary for the safety of the works or any part thereof.

The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Site In charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Site In charge may consider proper having regard to the period or periods of such suspensions and to such compensations as the Site In charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

39. **Handing Over of Works :** The Contractor shall be bound to hand over the works executed under the contract to the JK Agro complete in all respects to the satisfaction of the Site In charge. The Site In charge shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Site In charge shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Site In charge.

40. **Clearance Of Site On Completion :** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Site In charge. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Site In charge at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Site In charge to have the site cleared at the expenses of the Contractor, the JK Agro shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Site In charge.

VARIATIONS IN EXTENT OF CONTRACT

41. **Modification To Contract To Be In Writing :** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the JK Agro and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the JK Agro unless and until the same is incorporated in a formal instrument and signed by the JK Agro and the Contractor, and till then the JK Agro shall have the right to repudiate such arrangements.

42. **Powers of Modification To Contract :** The Site In charge on behalf of the JK Agro shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

43. **Signing Of "No Claim" Certificate :** The Contractor shall not be entitled to make any claim whatsoever against the JK Agro under or by virtue of or arising out of this contract, nor shall the JK Agro entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the JK Agro in such form as shall be required by the JK Agro after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

44. **(a) Dispute Resolution Mechanism**

If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, in action, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board.

The Works Committee may act as Dispute Resolution Board and may co-opt any other officer, if felt necessary by them.

(b) Conciliation

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

(c) Arbitration

If any question, dispute or difference whatsoever, 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.

(d) 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.

Technical BOQ for Plant & Machinery/ equipment: -

S. No	Specification of Plant & machinery	Qty																																																				
1.	<p><u>Semi Auto Table top Pet can Seaming Machine</u></p> <ul style="list-style-type: none"> ➤ Capacity:- 25 units/min ➤ Tank Dia:- 39 to 110 mm ➤ Height:- 39 to 200 mm ➤ Machine size:- 600x300x830 mm 	01																																																				
2.	<p><u>Collar Type 10 Multi-Head Weigher Pouch Packing</u></p> <p>Machine to Pack RAJMA 250gm TO 1kg.</p> <ul style="list-style-type: none"> ➤ All Contact Parts SS 304. <p>Speeds & Accuracies: BPM 1kg @ 30-32 packs/min @ filling accuracy of +/- 1%)</p> <p>The above stated speed can be met subject to: -</p> <ol style="list-style-type: none"> a) Uninterrupted product flow. b) Uniformity of the machine to an effective air pressure system. c) Connection of the machine to an effective air pressure system. d) Strict Maintenance of the machine as per our Instruction Manual. <ul style="list-style-type: none"> ➤ Machine supply alone with required accessories like: ➤ Take off Conveyor ➤ Bucket Elevator with hopper For Feeding ➤ 250gm and 500gm collar extra ➤ Other related accessories 	01																																																				
3.	<p><u>Tray dryer: - RENEWABLEENERGYDRYER</u></p> <table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Parameters</th> <th>Unit</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>AmbientWorkingTemp.</td> <td>°C</td> <td>-5 to43°C</td> </tr> <tr> <td>2.</td> <td>Dryingroomtemp.</td> <td>°C</td> <td>18~75</td> </tr> <tr> <td>3.</td> <td>Powersupply</td> <td>V /Ph/ Hz</td> <td>230 V±10%/1Ph/50Hz±5%, AC</td> </tr> <tr> <td>4.</td> <td>RatedInputPower</td> <td>kW</td> <td>1.8</td> </tr> <tr> <td>5.</td> <td>RatedInputCurrent</td> <td>A</td> <td>8</td> </tr> <tr> <td>6.</td> <td>Max.Powerinput</td> <td>kW</td> <td>4.3</td> </tr> <tr> <td>7.</td> <td>Max.currentinput</td> <td>A</td> <td>12</td> </tr> <tr> <td>8.</td> <td>OptionalHeaterInput Power</td> <td>kW</td> <td>2</td> </tr> <tr> <td>9.</td> <td>OptionalHeaterInputcurrent</td> <td>A</td> <td>9</td> </tr> <tr> <td>10.</td> <td>RatedDehumidificationcapacity</td> <td>LPH</td> <td>4</td> </tr> <tr> <td>11.</td> <td>Refrigerant</td> <td>Type</td> <td>Eco-Friendly</td> </tr> <tr> <td>12.</td> <td>Anti-Electricshockclass</td> <td>---</td> <td>ClassI</td> </tr> </tbody> </table>	Sr.No.	Parameters	Unit	Value	1.	AmbientWorkingTemp.	°C	-5 to43°C	2.	Dryingroomtemp.	°C	18~75	3.	Powersupply	V /Ph/ Hz	230 V±10%/1Ph/50Hz±5%, AC	4.	RatedInputPower	kW	1.8	5.	RatedInputCurrent	A	8	6.	Max.Powerinput	kW	4.3	7.	Max.currentinput	A	12	8.	OptionalHeaterInput Power	kW	2	9.	OptionalHeaterInputcurrent	A	9	10.	RatedDehumidificationcapacity	LPH	4	11.	Refrigerant	Type	Eco-Friendly	12.	Anti-Electricshockclass	---	ClassI	01
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S. No	Specification of Plant & machinery			Qty	
	13.	*LoadingCapacityperbatch	Kg	100 KG	
	14.	Nos.ofTray	---	18	
	15.	TrayDimension(LxWxH)	mm	710 x680x 25	
	16.	Noise	dB(A)	≤67	
	17.	NetWeight	Kg	206	
	18.	UnitDimension(LxWxH)	mm	1270x803 x1980	
4.	Weigh Machine Capacity :- 100 Kg			01	
5.	Digital weigh Scale up to 10 KG			01	

Note: The above specifications are broad based, and supplier/ contractors can modify according to their standards, however, the per day output and batch capacity and overall process design should remain same.

Bidders are required to submit the shop drawings of custom fabricated equipment and submit catalogue for standard equipment.

Successful Bidder must submit the revised layout plans as per the actual equipment and available space at site, after site visit and get these approved from PMC, before commencement of work.

Layout drawing



