

NOTICE INVITING E - TENDER

ENIT No.40 of 2024-25 JK Agro

No. Agro/DM/P&S/5013-16

Dated:- 19.11.2024

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

ENIT No.	<u>40 of 2024-25 JK Agro</u>
Name of Work	Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2)
Estimated Cost	Rs. 127.22 Lacs
Completion Period	06 Months.
Earnest Money Deposit	Rs. 2.55 lacs (through RTGS/NEFT/CDR/FDR)
Cost of Tender Document (Non - refundable)	Rs 5,900/- (inclusive all taxes & duties) through RTGS/NEFT/Bank Receipt
Date of Publish of NIT (online)	19.11.2024
Document downloading start date/ Bid submission start date	19.11.2024
Bid submission End date	03.12.2024 16:00 hrs
Date & Time of Opening of Tender	04.12.2024 15:00 hrs
Position of Funds	Demanded

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 tender document 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.

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 established and experienced and contractors in undertaking supply & installation of large modern cold storage equipment.
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, tender processing fees 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.	<u>40 of 2024-25 JK Agro</u>
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Financial eligibility Criteria	The average annual total turnover / revenue from operations for the last three financial years (i.e. 2020-21, 2021-22 and 2022-2023) should be of value not less than Rs 38.00 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
Experience with respect to similar nature of work	<p>1. Experience of having successful completed similar works during last 07 years ending on last day of July 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</p> <p>or</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p>or</p> <p>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>2. Tenderer to submit required details & documents in support.</p> <p>Note: Similar nature of work shall cover refrigeration related work in ammonia based cold storage projects which must include works for supply & installation of Refrigeration System. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.</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 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. 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. 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. 10. Price Variation clause (PVC) is not applicable in this work contract. 11. For any difficulty in downloading & submission of tender document at the website www.jktenders.gov.in. please contact their helpdesk
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nos.

12. J K AGRO reserves the right to reject any or all the tenders without assigning any reason thereof.

13. It is a works contract. There is no EMD exemption on account of MSME bidder.

(Please contact Mr. Iftkhar Ahmed Manhas, Deputy Manager Project, Mobile no. 9469237523 for any further information).

Sd/-Divisional Manager
Member Secretary JK Agro, Jammu

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TECHNO COMMERCIAL BID

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Check list to be filled by Bidder before Submission of Bid

S. No.	Documents to be submitted by the tenderer along with their bid	Check & confirm of having attached these documents alongwith Bid (Yes/No)
1.	Cost of the Tender document paid (submit copy in case of RTGS/NEFT/Bank Receipt)	
2.	Earnest Money Deposit (EMD)	
3.	Pre-Qualification (PQ) Performa	
4.	Complete audited Balance Sheets alongwith Profit & Loss accounts for the specified last three years and Chartered Accountant's certificate of average financial turnover of last three years with UDIN no.	
5.	Registration Certificate(s) with statutory agencies, P A N, GST Regn, PF & ESI Regn. Contractor Regn. etc.	
6.	Experience Certificate for executing works of similar nature as per tender eligibility requirements, issued by client(s)	
7.	Affidavit for sole Proprietorship / Partnership deed of partnership firm/ Memorandum & Articles of Association with Certificate of Incorporation for company	
8.	Power of Attorney in original	
9.	Letter of submission of tender on the letter head of bidder.	
10.	Submission of complete tender document, duly signed & stamped on all pages	
11.	Tax Invoices, Completion Certificates and other supporting document for Similar nature of work	
12.	Bar Chart duly signed	
13.	List of permanent technical persons available with bidder	
14.	Bank Details (Account No., Bank Name, MICR No, RTGS No. copy of cancelled cheque) of bidder	
15.	Affidavit Annexure B to be submitted along with Tender	

PRE-QUALIFYING (PQ)-PROFORMA

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

NAME OF WORK: Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2).

Tender No: 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 2.55 lacs through e-payment. (Fill RTGS/NEFT/ CDR/FDR details)	
5.	Cost of Tender Documents of Rs. 5,900/- 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.	Contractor Registration details	
11.	Audited Annual Financial Statements (Balance Sheet, P & L Account etc.) for last three years :-	
a)	FY 2020-21	
b)	FY 2021-22	
c)	FY 2022-23	

12.	<p>The average annual turnover / revenue from operations for the last three financial years (i.e. 2020-21, 2021-22 and 2022-2023) should be of value not less than Rs 38.00 Lacs.</p> <p>The information shall be supported by a CA certificate covering specified last three financial years for the bidder.</p>	
13.	<p>Similar nature of work shall cover refrigeration related work in ammonia based cold storage projects which must include works for supply & installation of Refrigeration System. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.</p> <p>Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.</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.</p> <ol style="list-style-type: none">1. The documents pertaining to above details should be scanned and uploaded in the e-tendering website at the time of online tender submission.2. 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 submission3. Affidavit (Annexure - B) must be submitted by the bidder.		

SECTION – I
(TENDER LETTER & AFFIDAVITS)

SECTION - I
TENDER LETTER

To

Name of Work: Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2)

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	-	List of Mandatory Tests
Section-VIII	-	Testing Performa
Section- IX	-	Tender Drawings
Section-X	-	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. 2,55,000/- (Rupees Two Lacs Fifty Five 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 5900/- (Rupees Five Thousand Nine Hundred 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 **06 (Six) months** from the **15th day** after date of issue 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. 2020-21, 2021-22 and 2022-2023) as proof of average annual turnover should be of value not less than Rs 38.00 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 July 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).

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
- 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 offers 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. **JK Agro** given above and subject must appear on all correspondence and documents.

4.3 The tender shall be on sale (on line) from to at website www.jktenders.gov.in

4.4 Complete tender documents must be submitted on or before through E-Tendering mode only at website www.jktenders.gov.in.

4.5 Tender will be opened at in presence of tenderers or their authorised representatives who are desirous of being present at the opening through E-Tender system.

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

4.7 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 06 Months from the 15th day after date of issue 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 ManagerMember Secretary
JK Agro

Annexure-A

Name of Work: - Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2)

MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS

01. EMD of Rs. 2,55,000/- (Rupees Two Lacs Fifty 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 5900/- (Rupees Five Thousand Nine Hundred 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. 2020-21, 2021-22 and 2022-2023) should be of value not less than Rs 38.00 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 lastday of July 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 of Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2) 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 along with 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, along

with 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. Attestation before Magistrate/ Notary Public.

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, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2)

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 5900/- (Rupees Five Thousand Nine Hundred 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 along with 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. 2.55 lacs (Rupees Two Lacs Fifty Five 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-009701010000962, 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.

5.0 The successful tenderer/s shall require to sign the integrity pact with J K AGRO as per enclosed Performa (**Section-III**).

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 **90 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 filing 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/Tender or 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 **90 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 be 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
- Identity card with number, 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 or 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, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2).

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. 2,55,000/-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. 2,55,000/- (Rupees Two Lacs Fifty 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 _____ 2024 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.....2024.

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 **06 (Six) 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 should be **10 %** of the contract value,
The rate of recovery should 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, with the approval of the Competent Authority. 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 should 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 of 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 neighboring 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 Contractor's 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 sun-set and sunrise 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, storehouses 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 any time 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, soakingvats 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 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 an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. All questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred to adjudication through arbitration.

(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.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

45. **Quantities In Schedule Annexed To Contract :** The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

46. **Measurement Of Works :** The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined of these Conditions on the measurements taken by the Site In charge or the Site In charge's representative in accordance with the rules prescribed for the purpose by the JK Agro. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Site In charge shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Site In charge or the Site In charge's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

a. It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Site In charge or the Site In charge's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

b. If an objection raised by the Contractor is found by the Site In charge to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

47. **Rounding Off Amounts :** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs. 1.

48. **Maintenance Of Works :** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Site In charge or any other earlier date subsequent to the completion of the works that may be fixed by the Site In charge be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Site In charge shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for

and shall pay and make good to the JK Agro or other persons legally entitled thereto whenever required by the Site In charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

49. **Certificate Of Completion Of Works :** As soon as in the opinion of the Site In charge, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Site In charge shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Site In charge may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Site In charge and occupied or used by the JK Agro. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

50. **Maintenance Certificate :** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Site In charge stating that the works have been completed and maintained to his satisfaction. The maintenance Certificate shall be given by the Site In charge upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period shall have been completed to the satisfaction of the Site In charge and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the JK Agro.

51. **Final Payment :** On the Site In charge's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Site In charge or the Site In charge's representative's certified measurements of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Site In charge either a full account in detail of all claims he may have on the JK Agro in respect of the works or having delivered "No Claim Certificate" and the Site In charge having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the JK Agro for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

52. **Production Of Vouchers Etc. By The Contractor :**

(i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Site In charge any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Site In charge on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly

produce vouchers etc., if required to prove to the Site In charge, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company, the Site In charge shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

53. Signature On Receipts For Amounts : Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the JK Agro in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the JK Agro may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54. Wages To Labour : The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made thereunder in respect of any employees directly or through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the JK Agro whether in connection with any work being executed by the Contractor or otherwise for the purpose of the JK Agro such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the JK Agro, such money shall be deemed to be moneys payable to the JK Agro by the Contractor and on failure by the Contractor to repay the JK Agro any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the JK Agro shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the JK Agro.

55. Provisions Of Payments Of Wages Act : The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Site In charge whether in connection with the works to be executed hereunder or otherwise for the purpose of the Site In charge, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Site In charge shall be deemed to be moneys payable by

the Site In charge on behalf of the Contractor and the Site In charge may on failure of the Contractor to repay such money to the JK Agro deduct the same from any moneys due to the Contractor in terms of the contract. The JK Agro shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the JK Agro by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Site In charge upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

56. **Reporting Of Accidents :** The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Site In charge or the Site In charge's Representative and shall make every arrangements to render all possible assistance.

57. **Medical Facilities At Site :** The Contractor shall provide medical facilities at the site as may be prescribed by the Site In charge on the advice of the JK Agro in relation to the strength of the Contractor's resident staff and workmen.

58. **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 :** The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the JK Agro from and against any claims under the aforesaid Act and the Rules.

59. **Labour Camps :** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on JK Agro land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the JK Agro. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

DETERMINATION OF CONTRACT

60. **Right Of JK Agro To Determine The Contract :** The JK Agro shall be entitled to determine and terminate the contract at any time should, in the JK Agro's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the JK Agro of such determination and the reasons therefor shall be conclusive evidence thereof.

61. **Payment On Determination Of Contract :** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the JK Agro shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Site In charge. The JK Agro's decision on the necessity and propriety of such expenditure shall be final and conclusive.

62. The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

63. **Determination Of Contract Owing To Default Of Contractor :** If the Contractor should :
- a. Becomes bankrupt or insolvent, or
 - b. Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - c. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
 - d. Have an execution levied on his goods or property on the works, or
 - e. Assign the contract or any part thereof otherwise than as provided in these Conditions, or
 - f. Abandon the contract

SECTION – IV

(SPECIAL CONDITIONS OF CONTRACT)

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

Tender for: Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2).

PREAMBLE

- a) PMC/ Site In charge to J&K Agro Industries Corporation Ltd. (J K AGRO) for the above has been appointed.
- b) The special conditions of contract shall be read in conjunction with Conditions of Contract and amendments/corrections thereto. Where the provisions of special conditions of contract are at variance with above mentioned documents, these special conditions of contract shall prevail.

**Divisional Manager Member
Secretary JK Agro, Jammu**

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of work

The scope of work includes Supply, Installation, Testing & commissioning of : **Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2).** The contractor will be required to execute the work in stretches/areas which are made available to him and may or may not be in continuous stretches as per annexed BOQ. Decision of Site In Charge shall be final in this regard and binding on the contractor. Contra PUF Insulation for Cold store flooring ctor shall have no claim, if the stretches/areas are not available for the construction/repair at the same time, whenever extension of time is granted on valid reason.

1.1 The contractor will engage One experienced **Graduate Engineer** site engineers of concerned discipline on the project, who should have the full knowledge of work and is capable of getting executed the work and removing defects as pointed out by the engineer-in-charge. A recovery of **Rs.25,000/- per month** per site engineer will be made, if contractor fails to deploy the site engineers.

1.2 The contractor shall procure all construction materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before incorporation in the works. In case untested material is used by the contractor and later on the same is found not meeting to specification requirement, then, the executed work with said material shall be dismantled and re-executed at the cost of contractor.

1.3 Before commencement of work, the contractor shall take levels and record them in prescribed record book. The levels taken shall be got verified from Site In charge/ Site In charge's representative.

1.4 Tenderer has to obtain statutory approvals from relevant authorities, co-ordinate and file all papers/applications (wherever required). JK Agro officials will sign relevant papers and application forms and also deposit the required statutory charges.

1.5 Tenderer has to supply, install, test and successfully commission all BOQ items.

1.6 Tenderer will ensure supply of all items as per JK State PWD/CPWD norms and concerned IS for that specific item.

1.7 The tenderer shall guarantee all the equipment offered for satisfactory performance for a period of 12 months from the date of commissioning and handing over the installation to JK Agro against defects arising out of faulty design, material & workmanship. The tenderer should make good all the defects free of costs during the guarantee period and replace or repair the defective equipment/parts free of cost promptly and satisfactorily.

1.8 The defects liability period will be 12 months after actual & final completion of work.

1.9 Security Deposit will be 10% of the contract value and will be released after completion of the defects liability period.

2.0 **PERIOD OF COMPLETION**

The work is required to be completed within time schedule from the date of issue of acceptance letter is given below: -

Total period of completion: 2 **months (Two Months)** from the 15th day after date of issue of L.O.A.

2.1 The contractor shall stick to the final completion date and will be liable to action for any delay due to contractor as mentioned in Conditions of Contract for stage as well as overall completion of the work.

2.1 In case of termination of contract, available EMD, BG & Security with the department against the said contract will be forfeited.

2.2 In case contractor fails to furnish consent / acceptance of extension of time (EOT) for completion of work with LD or any other conditions in response to EOT granted and communicated as per Annexure-VII, but continues to execute the work, in such circumstances, EOT, as communicated, will be deemed to have been accepted by the contractor in totality.

3.0 SAFETY PRECAUTIONS

3.1 For work close to road, telephone line, power line (both underground and overhead) and structures, all precautions will be taken for ensuring that during the execution of the work, no damage is caused to the installation structures and also no obstruction is caused to the movement of trains.

3.2 The contractor will also ensure that no damage is done to the electrical cables, drainage system, water supply and any other services and/or structures.

3.3 Safety rules and safe working methods as **per Appendix "A"**.

4.1 Delay or Deferments

4.2 Simultaneously with the progress of this work, works on installation/erection of the various parts and plants of the other works will continue. The progress of works will have to be synchronized with such other works.

4.3 Where the Contractor has to work along with other agencies in and around the area allotted for his works, he shall execute all his works in complete **coordination and cooperation** with all such agencies so that at no time either his work or the works of other agencies is stopped or delayed. In case of any dispute in this regard the decision of J K AGRO or their representative will be final and binding on the Contractor. No claim for idle labour, plant and machinery under any circumstances will be entertained by the J K AGRO.

4.4 Contractor has to execute all works in complete coordination and cooperation with all activities confined to the area within the scope of this work, so as not to affect the operation of other activities under any circumstances. In case of any dispute in this regard, the decision of J K AGRO or their representative will be final and binding on the contractor. Contractor shall also note the work shall progress as per the phased development, if any.

5.0 Measurements for Works/Record Measurements

5.1 The contractor shall ensure that measurements for all work which may be partially or wholly hidden in the course of construction are duly recorded in the Measurement book before that portion of work becomes inaccessible for measurement.

5.2 For works running/on account payments can be made on the basis of detailed measurements recorded in the measurement books for the actual work executed. The bills will be submitted by the contractor on the approved format (attached), and the date of submission of the bills will be considered as the date, the contractor signs the accepted bill which is to be forwarded by the Site In charge concerned for arranging payment. Whenever, there is likelihood of delay in recording detailed measurements for making running payment, without detailed measurements for works done at 75% of the total assessed value.

5.3 Payment to be made by J K AGRO

The contractor will submit running account bills of value, not less than 25% value of the contract amount towards the work done approved and passed by Site In charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

5.4 For payment of Running Account Bills, the mandatory documents, like copy of paid challans of PF / ESI, Royalty, paid bills of water, electricity, copy of CAR & WC Policy, copy of labour license,

etc, shall be required at the time of Ist RA bill & final bill. For intermediate RA bills, above documents if not available due to reasons stated by contractor with undertaking to comply, may be relaxed by Engineer- in-charge. However contractor must comply the statutory and other provisions Contractor shall indemnify the J K AGRO against all losses / damages due to non-compliance of above provisions at intermediate stage of any.

5.5 The contractor will have to produce the Geo-tagged photographs of before, after and during the execution of the work for the processing of the bill.

6.0 **Procurement Storage, and Payment of Cement, Steel and bitumen, etc,**

6.1 Ordinary Portland cement, steel, bitumen & structural steel required for the work will be procured by the contractor from approved suppliers. The Ordinary Portland cement should conform to grade 43 (asper IS:8112) and /or 53 grade (as per IS:12269), reinforcement steel should conform to IS-1786 & IS-432, structural steel conforming to IS-808 and bitumen should conform to I.S. code 702 and 703.

6.2 The storage of cement should be done as per IS-4082-1977 (recommendation on stacking and storage of construction materials at site). Sheds for storage of cement will also be provided by contractor. All such sheds/store, after completion of work shall be removed by contractor at his own cost and site shall be cleared.

6.3 Each bag of cement must weigh 50 kg, subject to variation as per BIS code.

6.4 Proper daily record of cement, steel and bitumen consumption shall be maintained at site by Engineer-in-charge. The register shall be duly signed by both the Engineer-in-charge and the Contractor. In case concrete is being obtained from RMC plant, then, the record of cement of the same shall be kept based on the computerized receipt of mix proportion of each lot.

6.5 "Return of Empty Cement Bags:-

Cement issued to the contractor or procured by the contractor will be in gunny bags/paper bags/polythene bags. The empty gunny bags / polythene bags shall be the property of the contractor.

6.6 Payment for steel reinforcement shall be made on the basis of standard weight of the bars used as per approved drawings. In case weight of bars is more than or less than the standard weight but within the tolerance limit as specified in BIS, the payment will be restricted to lesser weight in case of steel having less weight than the specified and standard weight, in case steel having more weight than the specified.

6.7 For PWD/ SSR 2022 Schedule of rate as given in Bill of Quantity the payment for steel will be based on quantities of the materials consumed for the works actually executed, as calculated from drawings and specifications, in terms of the respective Schedule of Rates. **For other than schedule items, rates quoted by tenderer shall be complete item rate, i.e. include cost of all materials including cement, steel, bitumen, etc,**

6.8 No claim whatsoever shall be entertained by J K AGRO on account of delay in non availability of these materials in the market.

6.9 Cement, Steel and Bitumen shall be kept under double lock system in godown fixed with door. The key of one lock shall remain with the representative of the Site In charge at site of work and that of the other with the contractor or his authorized agent.

6.10 Clodding of cement and rusting of steel should be avoided to the maximum extent possible. For such clodding of cement and/or rusting of steel which may render the same unusable, the contractor shall be responsible to make good such quantities the loss at his own cost.

7.0 **TESTING OF MATERIALS**

7.1 Contractor will be required to establish a field laboratory. The setting of field laboratory for the works of value more than Rs.1 crore is a mandatory requirement. Contractor shall be responsible for setting up laboratory facilities, equipment and arranging technical manpower at their cost, as directed by

the PMC/Engineer-in-charge for conducting site/field test. All the equipment shall be BIS approved makes and will be got checked/ calibrated regularly. All equipment of the laboratory shall be kept in good working conditions. If contractor fails to provide field laboratory within one month of commencement of work, shall attract a penalty of Rs. 25,000 per month recoverable from the running bills. In all routine tests, which can be normally done in the field laboratory/in situ, testing charges will be borne by the contractor. In case of failure on the part of contractor to conduct filed laboratory test satisfactorily, the tests shall be carried out in the a approved laboratory and the Payment of testing charges of such tests will be borne by the contractor.

7.2 Sample of material for testing will be supplied free of cost by the contractor, including its transportation to the approved test houses/laboratory, as directed by the Engineer-In- Charge or inspecting officials.

7.3 For outside testing, test of materials and stipulated samples shall be carried out by one of the following laboratories/ tests houses (1) IIT (2) NIT (3) National Test Houses (4) National Council of Cement & Building Material (5) Govt. Engg. College/National Accreditation Board Approved Lab (NABL), as per decision of the Project Incharge. The testing charges shall be borne by the contractor.

7.4 All Routine tests on various materials shall be carried out as per the mandatory tests lists. Testing of material shall be carried out as per mandatory test list of tender document at the cost of the contractor. Wherever if same is not specified then it will be carried out as per PWD/ SSR 2022/ MORTH/ BIS as per decision of engineering incharge which will be final and binding.

7.5 In addition to the tests required under above clauses thereof, the Site In charge or his representative may order tests to be carried out by an independent person appointed by him at such place or in such laboratory as he may determine in accordance with the appropriate clauses of relevant standard specifications and the cost of such tests shall be borne by the contractor.

7.6 Testing record shall be maintained as per standard testing Performa enclosed in contract document for proper testing and their record.

8.0 **Plant & Machinery Required for the Works**

8.1 It will be the responsibility of the Contractor to arrange all plant & machinery, trucks, vibratory, Roadroller, etc, required by him for execution of works.

8.2 The contractor will also arrange for getting permission (for their use) if required from local or other concerned authorities for use as well as for their transportation to site.

8.3 All expenditure incurred in this connection will be borne by the Contractor.

8.4 No plant or machinery will be issued on hire by the J K AGRO.

9.0 **Arrangement of Water for execution of works**

9.1 The contractor will have to make his own arrangements for obtaining water to be used for execution of the works.

9.2 J K AGRO may permit to contractor to install borewell at site at his own cost for execution of work. In this case contractor will ensure compliance of statutory requirements of the regulatory authority. After completion of the work, borewell with pump and its fittings in working conditions shall be handed over to J K AGRO free of cost.

9.3 All temporary or pucca bunds or diversion of water courses, nallahs, etc, shall be done by contractor's at his own cost and after obtaining permission of concerned local authorities, and the same shall be removed after completion of the works and area restored to original state.

10.0 **Arrangements for Electric connection, Lighting & other purpose**

10.1 If for reasons of urgency the work has to be executed at night, contractor shall make his own arrangement for illuminating the site. Nothing extra will be paid for doing works at night.

10.2 Contractor will have to make his own arrangements for arranging electricity if the same is

required for illumination purposes or for running of any plant or machinery and nothing extra will be paid for the same.

10.3 J K AGRO may supply electric power if available and charges will be paid by contractor.

11.0 Definitions & Interpretations etc, relevant to items of Schedule of Rates and Specifications.

11.1 Wherever there is any reference to Engineer, Dy. Chief Engineer, Divisional Engineer, Assistant Engineer, it shall mean the Engineer-Incharge / Consultant appointed by J K AGRO for the work.

11.2 Wherever there is a reference to I.S. Code/specifications or any other code, it shall refer to latest code with correction slips as in vogue on the date of tendering.

11.3 **Item rate** means the rate to be quoted against the specific item of the schedule of items provided in the tender document.

12.0 Maintenance after Completion

12.1 All works executed under this agreement shall be maintained by the contractor at his own cost for a period of **12 (Twelve) months** from the actual date of completion as per agreement.

13.0 Miscellaneous

13.1 Customary standards/local traditions will not be the criteria for the standards. All works shall be up to the PWD/ SSR 2022 standards and as ordered by Engineer incharge and where any doubt may exist the specifications as given in the BIS specifications should be followed.

13.2 J K AGRO may provide space for setting up construction plants, T & P, site office, laboratory, storage of material, labour, etc, free of cost if the surplus land is available with prior permission from the Engineer Incharge during the construction period of the project.

13.3 No areas outside work site/ depot will be made available to the contractor for storage of construction materials and construction of site office etc, and if required, contractor will make his own arrangement for the same by personal negotiation with the owners at his own cost.

14.0 Recovery of Royalty in case of materials quarried from J K AGRO's Land.

14.1 Without the sanction of the J K AGRO, no material of any kind such as sand, stone or moorum whether required for the performance of this Agreement or not, shall be quarried and/or collected from land belonging to or held by the J K AGRO.

14.2 As and when the Contractor quarries and/ or collects material from J K AGRO land for the purpose of supply of materials and/or of work under an Agreement based on special rates obtained for various items of work or supplies contractor shall be liable to pay applicable royalty to concerned authority at the rate prescribed by the State Government Authorities and in enforce during the period of contract.

15.0 Handling of Materials

15.1 No lead is payable on water for works done under any section of PWD Schedule of Rates or for the work done under any non-scheduled item Rate.

15.2 No extra payment can be claimed for carrying materials in extreme conditions of climate and weather and all precautions taken to protect materials by suitable coverings to prevent damage due to sun, rain and wind while carrying by carts or trucks.

15.3 It is the Contractor's responsibility to see that all J K AGRO materials entrusted to him are carried safely and expeditiously to the site of the work.

15.4 If J K AGRO materials are lost, stolen or damaged while in transit or under custody of the contractor, the cost of the same @ twice of the prevailing market rate will be recovered from the

Contractor's dues and Contractor will have no claim whatsoever on this account.

15.5 During execution of work, if J K AGRO materials, tools & plants (i.e., cables and pipelines etc, are damaged then same will be set right by contractor at his cost within a reasonable time as decided by the site Site In charge. In case contractor fail to rectify the damages caused during construction/ under their custody, the cost of the damaged material shall be recovered from the contractor @twice of prevailing market from the contractor dues/ bills and contractor will not have any claim whatsoever on this account.

16.0 **Adherence to labour law and regulations**

16.1 The Contractors, who are working in the establishments through Contract Labour and/or employing labour themselves directly should get themselves registered with the Assistant Labour Commissioner concerned as required under Contract Labour (Regulation and Abolition) Act 1971 and obtain a license from the Assistant Labour Commissioner concerned and produce the same to Engineer – in-charge, in compliance to above and Condition of Contract.

16.2 **Employment of labour from scarcity area**

If the Government declares a state of scarcity of famine to exist in any village situated within 15 km of the work, piece worker/contractor shall employ upon such parts of the works as unskilled labour any person found suitable and certified to him by the Engineer-in-charge or by any person to whom the Engineer-in-charge may have delegated in writing, to be in need to relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the JK AGRO whose decision shall be final and binding on the piece worker/ contractor.

17.0 **Provision of extra/additional items**

If the altered/additional work required to be executed as per J K AGRO's requirements, for which there are no established rates in Schedule of Rates, the same shall be payable as per provisions stated hereunder: -

- a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.
- b) If direct working out is not possible, the contractor shall be paid on the basis as under: -
 - (i) Material, labour either or both: Reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery and plus 15% of so derived cost, to cover contractor profit, supervision, overheads, establishments, etc.
 - (ii) Site In charge's decision regarding reasonable labour cost and reasonable material consumption/and cost shall be final and binding on contractor.
- c) The rates can also be derived based on the LAR rate of similar items of same area or nearby area.

18.0 **Escalation (Price Escalation Clause/ PVC)**

18.1 No Escalation on account of any increase in price index in the price of materials, imposition of Goods and Service Tax or other tax etc. or increase of rates or imposition of levies etc. will be payable.

18.2 No price escalation shall be applicable even during the extended period for completing the works.

19.0 **Completion Drawings**

19.1 Completion drawings of all the completed works for showing the layout of the area with dimensions, slopes and details of building, reinforcements used, pavement, drain, cable trenches, machine foundations, etc, shall be prepared by the contractor at his own cost.

19.2 Contractor will supply **three copies** of completion drawings along with soft copy in CD /

Pen-drive with the final bill. In case contractor does not submit the completion drawing within **15 days** of information that the final bill is ready, an amount of **Rs.1 lakh** shall be deducted from the final bill.

20.0 Storage of inflammable articles: -

No inflammable materials, such as petroleum, oil, etc, within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the J K AGRO and necessary license under the Act has been obtained by the contractor. All due precautions as required under the Acts shall be taken by the contractor.

21.0 Night Work: -

If the J K AGRO is however satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Site In charge in this regard will be final and binding on the contractor.

22.0 Notice to Public Bodies: -

The contractor shall give to the Municipality, Police and other authorities, all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be livable on account of his own operations in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light, etc, required at night and no extra payment will be made on this account.

23.0 Plea of custom: -

The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specifications.

24.0 Care of Staff: -

No guarantee will be provided by J K AGRO for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect labour camps for housing the labour at or near the site of work on available J K AGRO's land. The contractor shall at his own cost make all necessary and adequate arrangements for importation, feeding and preservation of the hygiene of his staff. The contractor shall permit inspection at all times of all sanitary arrangements made by him by the Site In charge or his assistant or the medical staff of the J K AGRO. If the contractor fails to make adequate medical and sanitary arrangements, these will be provided by the J K AGRO and the cost thereof will be recovered from the contractor.

25.0 First aid: -

The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

26.0 Damage from Accidents or floods or Tides: -

The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the J K AGRO administration, lost or damaged by any cause during the course of contractor's work.

The J K AGRO will not be liable to pay to the contractor any charges for rectification or repairs to any damages, which may have occurred from any cause whatsoever, to any part of the new structures during

construction. No claims in this regard will be arbitrable.

27.0 Trespass: -

The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Site In charge at site.

28.0 Variation in Quantities and Vitiatio: -

28.1 In case of variation in quantities, the vitiatio statement will be prepared. In case, there is vitiatio, then the vitiated amount shall be recovered from the contractor's bill/security deposit.

29.0 Use of J K AGRO Materials secured with Government Assistance: -

29.1 Where any raw materials for the execution of the contract are procured with the assistance of Govt. either by issue from Government, stocks or purchases under arrangements made or permit(s) or licence(s) issued by the Government, the contractor shall hold the materials as trustee for the Government and use such materials economically and solely for the purpose of contract against which they are issued and not dispose off them without permission of the Government and return if required by the Government all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as Government may fix with the due regard to the condition of the materials. The freight charges for the return of the material according to the direction of the purchaser shall be borne by the contractor, in the event of contract being cancelled for any default on his part, the decision of Government shall be final and conclusive.

29.2 In the event of a breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the licence(s) if the permit(s) and/or for original breach of trust be liable to account to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

30.0 Insurance for Works persons and property: -

30.1 Insurance for Works: -

The contractor at the scheduled date of start of work or **before 15th day after date of issue of LOA**, without limiting his obligations and responsibilities, shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, riots, War, Floods, etc, with a Insurance Agency approved by Insurance Regulatory and Development Authority (IRDA) in the joint names of the employer and Contractor (the name of the former being placed first in the policy) for the full amount of the originally awarded contract value irrespective of revised / modified contract value later on. Such policy shall cover the property of the J K AGRO and fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor or of any sub contractor.

The Contractor shall deposit the policy and receipt for the premiums with the J K AGRO within 30 days from the date of signing the contract or commencement of execution of work, whichever is earlier, or unless otherwise instructed by the J K AGRO. In default of the Contractor insuring as provided above, the J K AGRO on his behalf may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor. The Contractor shall, as soon as any claim under the policy is settled or the works reinstated by the Insurance Office should elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the misfortune/accident had not occurred and in all respects under the same conditions of contract. The Contractor in case of rebuilding or reinstatement after accident shall be entitled to such extension of time for completion as the J K AGRO deems fit.

30.2 Insurance in respect of damages to persons and property: -

i) The Contractor shall be responsible for all injury to persons, animals or things and for all

structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub contractor's or Employees, whether such injuries or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise and damage to road, streets footpaths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The Contractor shall indemnify the J K AGRO and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claims made in respect of injury or damage under any Acts of government or otherwise and also in respect of any award of compensation of damage consequent upon such claims.

ii) The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

iii) The Contractor shall indemnify the J K AGRO against all claims which may be made against the J K AGRO by the member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, **an Insurance Policy with Insurance Agency approved by IRDA in the joint names of the J K AGRO and Contractor against such risks and deposit such policy or policies with the J K AGRO from time to time during the currency of this contract.** The contractor shall similarly indemnify the J K AGRO against all claims which may be made upon the J K AGRO whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the Contractor or any sub-contractor and shall at his own expense effect and maintain with an approved office a policy of insurance in the joint names of the J K AGRO and the Contractor against such risks and deposit such policy or policies with the J K AGRO from time to time during the currency of the Contract. The Contractor shall be responsible for anything which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. He shall also indemnify the J K AGRO in respect of any costs, charges or expenses arising out of any claim re- proceedings and also in respect of any award of or compensation of damages arising there from

iv) The Employer shall be at liberty and is empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage of any sum or sums due to or become due to the Contractor including the Security Deposit.

v) If the Contractor fails to comply with the terms of these conditions, the Employer may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the Contractor or may at the option, do not release running payment to the Contractor until the Contractor shall have complied with the terms of this condition.

30.3 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY J K AGRO.

Contractor shall also carry and maintain any other insurance which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by J K AGRO.

31.0 SITE OFFICE

Contractor shall have to provide temporary site office with requisite furniture & appliances and godown for storing/stacking construction materials at their own cost for which no extra payment will be made.

32.0 PF COMPLIANCE

It will be responsibility of the contractor to obtain separate code/identification No. for contractor's deposit of PF dues, if applicable with concerned authority directly. Copy of PF Registration / code no.

alongwith copy of PF paid Challans shall be submitted alongwith Running Account or Final Bill.

33.0 Recoveries/Withhold

33.1 In case of any technical deficiencies, lapses on account of non-compliance of PF/ESI, Insurance (CAR& WC Policies), labour license, or any other reasons not covered in any clause of tender documents etc., are noticed by the Engineer-in-charge/J K AGRO, then a sum as recommended or decided by PMC/Engineer-in-charge may be withheld, till rectification/remedy/compliance of the deficiencies.

33.2 Recoveries, if any, on account of uncovered period of insurance (CAR & WC Policies), defective work, losses to J K AGRO or any other liability not fulfilled by contractor etc., shall be effected from the contractor's bill/any other due (s) amount (i.e. Final Bill, Security Deposit & Performance Bank Guarantee, etc.)

34. The Contractor shall coordinate with various government departments/agencies and obtain all statutory approvals required for the carrying out the work under tender viz. Building Plan Sanction, Pollution NOC, Fire NOC, Forest Department Approval for removal of trees etc. JK Agro however will make all payments towards the statutory fees/ deposits etc to these departments/agencies.

35. Extension Of Time For Delay Due To Contractor :

i) **Extension in time:** If the contractor shall desire an extension in time for completion of the works on the grounds of his having been un-avoidably hindered in its execution or on any reasonable ground certified as such by the Engineer-in-charge, he shall apply to the Managing Director JK AIDCL within 02 days of the date of such event. The Managing Director, JK AIDCL may on reasonable grounds therefore authorize such extension as in his opinion is necessary for completion of the works in its entirety.

ii) **Penalty:** In the event of contractor's failure, neglecting declining or delaying the supplies / installation or in the event of any damage occurring or being caused or in the event of any default or failure in complying with any of the terms and conditions of the contract, the corporation shall with or without prejudice any other remedy available to it under any law for the time being in force in the:

- a. Terminate the contract after 30 days notice.
- b. Recover the amount of loss caused by damage failure or default including the consequential damage as may be determined by the department and/or
- c. Recover the extra cost, If any, involved in allotting the contract to other party and/or.
- d. Impose a penalty in form of liquidated damages on accounts of delay beyond the scheduled delivery period subject to 0.1% value of the contract per day and not exceeding 10% value of the contract and /or.
- e. Forfeiture of security deposit/Performance guarantee

36.0 **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 of these Conditions 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.

37.0 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.

38.0 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 of 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.

39.0 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.

40.0 Illegal Gratification : Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the JK Agro, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the JK Agro shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the JK Agro and to the payment of any loss or damage resulting from such decision and the JK Agro shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the JK Agro.

41.0 Maintenance Of Works : The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Site In charge or any other earlier date subsequent to the completion of the works that may be fixed by the Site In charge be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Site In charge shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and

make good to the JK Agro or other persons legally entitled thereto whenever required by the Site In charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

42.0 **Post Payment Audit :** It is an agreed term of contract that the corporation reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

43.0 **Defects Liability Period:** The firm shall be bound for a period of 12 **months** from the date of commissioning and handing over of job for satisfactory operation of the same and shall furnish a guarantee to this effect to the corporation. Any defects found in equipment or any part thereof, which may be caused by bad workmanship, use of inferior material or otherwise, or if in the opinion of the department, any repairs/ replacement are required to be made to the equipment the firm shall be liable to remove the defect/ or conduct repairs at his own cost and expenses within a period of 03days of the receipt of the notice from the corporation. In the event of failure on the part of the firm to remove these defects or make repairs within the stipulated period, the department may get the defects removed or repairs made by any other agency and the cost thereof shall be recovered from the firm.

44.0 The bidders are requested to visit the site at **B-13 & 14, Lawrence Road, Delhi** to get acquainted with the nature and quantum of job.

Appendix "A"
SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $1/4$ (one horizontal to four vertical).
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swinging from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm. for ladder upto and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm. for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials or any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public. The contractors shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
5. Demolition before any demolition work is commenced and also during the process of the work:-
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
6. All necessary personal safety equipment as considered adequate by the Engineer in charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
 - a) Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective goggles.
 - b) Of these engaged in white washing and mixing or attacking of cement bags or any materials, which is injurious to the eyes, shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

7. The JK Agro will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wage and other allowance payable by the contractor for staff posted for the purpose. The JK Agro will have a right without prejudiceto other remedies to deduct the wages etc, of such staff from the bills of the contractor in respect of this contract of from any moneys or the contractor whatsoever available with the JK Agro. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to JK Agro servant during that period.

8. When the work is done near any place, where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during thecourse of the work.

9. Use of hoisting machines and tackle including their attachment anchorage and supports shall conformthe following standards or conditions: -

a)

i) These shall be of good mechanical construction, ground materials and adequate strength and free frompatent defect and shall be kept in good repair and in good working order.

ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

b) Every Crane driver or hoisting appliances operator shall be properly qualified and no person under theage of 21 years shall be incharge of any hoisting machine, including any scaffolding.

c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.

In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above inthis paragraph shall be loaded beyond the safe working load except for the purpose of testing.

d) In case of departmental machine, the safe working load shall be notified by the Site In charge. As regards contractor's machine, the contractor shall notify safe working load of the machineto the Site In charge whenever he brings any machinery to site of work, get it verified by the Site In charge.

10. Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mates, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.

12. These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by thecontractor.

13. To ensure effective endorsement of the rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in

charge of the Department of their representative.

14. Notwithstanding the above clauses from (1) to (13), there is nothing in these to exempt the contract from the operations of any other act or Rule in force in the Republic of India.

15. The Contractor shall follow strict safety norms at all times during work in progress. In case of failure of the contractor to comply with the strict safety norms, a penalty of Rs 5000/- per instance shall be levied on the contractor. The decision of Engineer In charge shall be final and binding on the contractor.

SECTION – V

(TECHNICAL SPECIFICATIONS)

SECTION V TECHNICAL SPECIFICATIONS

1.0 GENERAL

1.1 SCOPE

The scope of work includes: **“Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2).”** These specifications establish and define the materials and constructional requirements for the proposed works in brief.

1.2 EQUIVALENCY OF STANDARDS AND CODES, MEASUREMENTS & MATERIALS

1.2.1 Wherever reference is made in the contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract. In case, no reference is made for any particular work, relevant IS /BIS Codes will be followed.

1.2.2 Providing and operating necessary measuring and testing devices and materials including all consumables are included in the Scope of Work. No separate measurement or payment for testing the work shall be made but rates quoted for various items shall be deemed to include cost of such tests, which are required to ensure achievement of specified quality.

1.2.3 All materials shall be of standard quality, manufactured by renowned concerns, conforming to Indian Standards and shall have certification work from Bureau of Indian Standards as far as possible, unless otherwise approved by Site In charge. The contractor shall get all materials approved by Site In charge prior to procurement and use. The contractor shall furnish manufacturer's certificates, for materials supplied by him when asked for. Further to that he shall get materials tested from an approved Test House, if asked for by the Site In charge. The cost for all the tests and test certificates shall be borne by the contractor. No separate payment shall be made for the testing. The Site In charge shall have the right to determine whether all or any of the materials are suitable. Any materials procured or brought to site and not conforming to specifications and satisfaction of the Site In charge shall be rejected and the contractor shall have to remove the same immediately from site at his own expense and without any claim for compensation due to such rejection.

1.2.4 All goods and materials to be incorporated in the works shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

1.2.5 Wherever referred to in this tender document, only the latest revision of specifications, Codes of Practice and other publications of the Indian Standards shall be applicable.

1.3 WORK SPECIFICATIONS

The works will be executed, as indicated in the nomenclature of each items, Bill of Quantities, Drawings, Specification and Terms and Conditions read in conjunction with those given in this Contract. In the absence of any definite provision in the specifications, contained herein, reference may be made particularly to:

- a) For Pavements works - Latest MORTH / PWD/ SSR 2022 Specifications/Specified Specifications.
- b) For items/structure, covered by PWD: Latest specification for Materials & works shall be followed.
- c) SSR 2022 specification for all items pertaining to SSR 2022.
- d) IS code of practice for planning and reinforced concrete for general building construction (IS 456-2000 with latest correction slip/amendment)
- e) IS code of practice (IS 800 – 2007 with latest correction slip/amendment) revised 10th print 1981 for structural steel.
- f) IS 383-1970 with latest correction slips/amendment for fine and coarse aggregate.
- g) Any other IS code relevant in case the SSR 2022 standard specifications either refer to or the later is not clear.
- h) For all electrical work Latest SSR 2022 specifications with all correction slips will be followed.
- i) For items make – Contractor needs to get the approval from designated officer of JK Agro/PMC for the makes of all items to be supplied / utilized under the tender. The designated officer of JK Agro/ PMC shall have full authority to seek details/ test reports/ documentation in relation to the makes offered for supply by contractor. The designated officer of JK Agro/ PMC shall have full authority to reject any of the offered makes if found unsuitable/ not acceptable to standard makes & quality and this decision shall be binding on the contractor. In case any material is supplied without approval from the designated officer of JK Agro/PMC then it shall be automatically deemed as rejected.

1.3.1 The list is not exhaustive. The relevant, IS codes will be followed where the SSR 2022 / MORTH specifications, do not cover any item of works.

1.3.2 Wherever referred specifications are silent, the construction and completion of the works shall conform to relevant I.S Code of practice. In case of any dispute arising out of the interpretation of the above, the decision of Site In charge shall be final and binding on the contractor.

1.3.3 Copies of SSR 2022 Specifications can be obtained from SSR 2022, on payment from PWD office. ISI and other codes may be purchased from Manager Government of India Publication Branch, Patiala House, New Delhi and Director ISI Manak Bhawan, Bahadur Shah Zafar Marg, New Delhi or when available.

1.4 The excavation in foundation will include all shoring and protection works that may be required for ensuring safety during execution. Nothing extra will be paid for wet excavation or bailing out water. **The contractor will have to make his own arrangement for bailing out water including pumping.**

1.5 Contractor shall bring samples of all materials to be used on the work. One set of such

sample will be kept in the Engineer – incharge’s office at site and other will be available with the contractor at site. Both the samples shall be jointly signed and sealed by Engineer-in-charge and contractor.

2.0 **Bituminous Works**

This specification covers earthwork, sub-grade, sub-base, and base-course and wearing course for concrete pavement as well as bitumen pavement. Specification for Road and Bridge works by MORTH shall be followed for pavement works, unless mentioned otherwise in this specification. Specification for WBM, WMM, GSBC, DBM, AC & Tack Coat, etc, shall be as per MORTH specification. Bituminous works shall be as per SSR 2022/MORTH Specification. Wherever the item is based on SSR 2022, SSR 2022 Specifications shall be followed.

2.1 **Site Clearance:**

Before the earthwork is started, the area coming under cutting and filling shall be cleared of shrubs, rank vegetation, grass, brushwood, trees and sapling of girth up to **30cm.** measured at a height of one meter above ground level and rubbish removed outside boundary. The roots of trees and saplings shall be removed to a depth of **60 cm.** below ground level or 30 cm below formation level or **15cm** below sub-grade level whichever is lower and holes or hollows filled up with the earth, rammed or leveled. Payment of this item of site clearance will be made as per relevant item in BOQ.

2.2 **Concrete work**

All mixed design concrete shall be executed by Concrete Batch Mix Plant of suitable capacity, to be installed by Contractor at site. In special cases RMC shall be allowed by Site In charge on written request of the contractor but the RMC should also be from a plant of appropriate capacity. **No extra payment shall be allowed on account of Concrete from batch mix plant or RMC.**

If at any stage of the work, during or after placing the concrete in the structure the work is found defective such concrete shall be removed and work be done with fresh concrete and adequate rigid forms at the cost of the contractor. The contractor shall be liable to bear the cost for the cement concrete thus dismantled. The construction work shall be done with proper and assured system of curing duly identified areas with dates marked in paint. In hot weather the contractor shall take relevant care to cover the work with wet gunny bags/hessian cloth or use continuous ponding of water on surface so as to keep the surface wet.

2.3 **Fine Aggregates**

Coarse sand of approved quality conforming to relevant IS code shall be used as fine aggregate. For cement concrete, reinforced cement concrete and concrete of any other type, sand / quarries dust shall be cleaned and absolutely free from dirt and no other deleterious material shall be permitted. Samples of sand to be used shall be approved by Engineer-in-charge or his authorised representative.

2.4 **Coarse Aggregate**

The coarse aggregate which may be either stone ballast or stone chips as directed, should be well graded and preferably machine broken and should conform to SSR 2022 / or relevant IS code and should be obtained from approved quarries. The stone should be free from soft thin elongated or laminated or decayed particles. The aggregates should be free from dust. Cleaning and washing, if necessary, should be carried out as per the direction of the Site In charge or his authorised representative.

The mention of any sources does not, however, absolve the contractor’s for his / their liability to ensure

that the coarse sand, stone chips and ballast as may be required for the work strictly in accordance with Standard Specification. In case, these materials cannot be had according to specification, from these sources the contractor may bring the materials from any other sources by obtaining prior permission of the Engineer – in- charge, provided materials are according to standard specifications.

In addition to the routine tests, special tests on materials will be carried out whenever required by the Site In charge. The cost of the special test done will be borne by the contractor. Necessary facilities in the form of moulds, cones, scales materials, labour forecasting, curing, specimen and such other facilities as pre –requisite to any standard concrete tests will in any case be afforded by the contractor free of cost.

2.5 Form work and shuttering

For cement concrete in slabs, columns, beams, chajjas, etc, the contractor should use water proof plywood / steel shuttering plate sets as per the drawing. The steel plate should have smooth surface and should be free of bulge during the concreting. The entire shuttering should be water proof and conform to relevant IS Code. If however, the contractor wants to use wooden shuttering, he will have to use new planks and scanting, for fabrication of such shuttering so as to ensure smooth and leak proof surface.

2.6 Reinforcement

TMT bars of Fe 500 D should be used. Binding wire of approved quality shall be arranged by the contractor himself and the rates quoted for RCC work will include cost of binding wire and the process, of binding etc,

2.7 All works shall be done strictly in accordance with the approved drawings and no departure shall be made by the contractor without the order of the Site In charge in writing.

2.8 Paint

Standard brands of paints and primers as per relevant IS code or as specified, all labour and materials, cleaning materials, ladder scaffolding, tools plant and equipment's including brushes of approved /pattern of contractor expenses.

2.9 **Any other work not included in above paras should be executed as per relevant specifications and as directed by Engineer in-charge.**

3.0 Specification for laying of cable duct:

3.1 Specification for PVC pipe for cable duct shall be

Outside dia	-	110mm
Tolerance on outside dia (Plus)	-	0.4mm
Wall thickness	-	7mm
Working Pressure	-	10kg/sqm

OR, diameter and working pressure of the PVC pipe as specified in the relevant BOQ item.

Jointing the PVC pipes shall be done using approved solvent cement as per approved method. Checking for correct alignment, straightness and smooth obstruction free passage shall be done by use of mandrels of approved design. Contractor must ensure that such mandrels are available at work site at all times during checking. Ducts not passing the requirement have to be redone at contractor's cost. All accessories for PVC for jointing separators for positioning shall be approved by Site In charge before execution of work.

Duct pipes shall be kept closed through a provision or stoppers at both ends of approved design. All cable ducts are to be provided with Nylon wire of approved size. These wireropes shall be kept fastened to the stoppers. No object shall be left in the pipes and it shall be ensured that dirt, animals etc, cannot enter the duct. Any dirt, which is, present in or ends up in the pipe attachment etc, must be removed.

3.2 All earthworks are to be done which is necessary for correct execution of work. Sufficient measures to be taken to prevent subsidence of neighboring areas, drainage, cable ducts supports, any other structures. Width of bottom of work ditch must be 25cm plus external diameter of pipe for depth up to 1m. For depth exceeding one meter an allowance of 5 cm per meter of depth for each side of trench shall be added to above width. Where more than one pipe are to be laid, the diameter shall be reckoned as the horizontal distance from outside of the outer most pipes.

Pipe shall be laid as shown in the drawing with sand layer below pipe in between and above pipe. Back filling must be done in layers of 20cm and soil must be compacted so as to achieve 97% of dry density at OMC as per IS: 2720 Part VIII Soil, rubble whichever not appropriate to fill up must be kept outside by the contractor. The back filling shall be done only after activities executed in them have been approved by Engineer in charge.

4.0 Brickwork

Bricks used shall have compressive strength not less than 75 Kg/sq cm. Other specifications shall be as per SSR 2022 Specifications. In case bricks of compressive strength 75/kg per sqm are not available and the structure is not of load bearing nature, then use of less compressive strength bricks can be relaxed as per PWD/ SSR 2022 specification, at reduced rate as worked out by the Engineer in-charge.

5.0 TESTING OF MATERIALS

5.1 All materials to be used in and on every part of the works shall be subjected, from time to time, such tests as given in List of Mandatory Tests or as required as per PWD/ SSR 2022 specifications . These tests/norms are the Minimum requirement and the Engineer-in-Charge may supplement these with additional tests/checks according to the site condition, at no extra cost. **All tests shall be performed at the expenses of the contractor as defined in Special Conditions of Contract.** The samples for tests shall be in all cases selected by the Engineer-in-charge and supplied by the contractor as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted therefore, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-charge shall be final and binding as to whether the said material or materials shall be used on the works, or forthwith removed and other material substituted.

5.2 The contractor shall permit the Engineer-in-charge or his authorized representative to be present during any of or all the tests. The notification to the Engineer-in-charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-in-charge such tests and inspections as have been specified or as the engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. in case the work does not meet the full intent of the specifications it shall be rectified by the contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.

5.3 The contractor shall arrange for conducting tests, specified in Quality Assurance Plan (QAP), in the presence of an officer, authorized by the Engineer-in-Charge. Full records of all tests conducted shall be maintained by the contractor in the format given by Engineer-in-Charge which will

be made available to the Engineer-in- Charge or to any officer authorized by him whenever required.

5.4 The purchaser representative shall be free to visit the manufacturer work at all reasonable times to witness and inspect the testing of equipment. It is the duty of tender to see that all equipments supplied are tested as per relevant IS specifications. The contractor shall furnish Manufacturer Test Certificate (MTC) for the routine and type test conducted on the equipment offered, if necessary the contractor shall arrange to conduct all the routine test at the manufacturer premises in presence of JK AGRO/PMC representative on receipt of material/equipment at site the tenderer shall offer equipment/material for inspection and get approved before installations.

6.0 Preparation of sub-grade

6.1 Where the pavement is to be laid on surface obtained after cutting the soil, the sub-grade for pavement shall be prepared as per specifications relevant to item in BOQ for achieving not less than 97% of dry density as per IS : 2720 Part VIII at no extra cost or otherwise as per the procedure mentioned hereafter.

The sub-grade shall be excavated to a depth of 0.5 meter, watered and compacted in layers not exceeding 250mm thickness, dressing to required camber and profile and consolidation with vibratory roller of 80 to 100 KN static weight so as to achieve not less than 97% of dry density as per IS : 2720 Part VIII. However, before relaying and compacting the loosened material the surface below this level shall be suitably consolidated as directed by the Site In charge but with a minimum six passes of vibratory roller. If the next 15 cm below this level does not have a relative compaction of 90%, it shall be compacted until not less than 95% dry density is obtained. Rate for work of this nature shall be covered in the item of preparation of sub-grade. Where the pavement is to be laid on fill and height of proposed fill is less than 0.5 meter, the procedure for sub-grade preparation as mentioned above shall be followed.

Where the pavement is to be laid on fill and the height of proposed fill is more than 0.5 meter, preparation of sub-grade is not required at these locations, however, in such locations original ground level shall be compacted by rolling as directed by the Site In charge as much as possible but with a minimum of six passes of vibratory roller of 80 to 100 KN static weight. No separate payment shall be made for this, as same shall covered in item of earth work in excavation and / or filling.

6.2 Specification of GSBC

The work of sub base to be executed as per MORTH Specification of each layer not exceeding of **150mm thickness** to achieve not less than **98% MDD** as per IS-2720 Part-VIII.

6.3 Specification of WBM/WMM

The work of WBM to be executed as per MORTH Specification of each **layer not exceeding of 75mm thickness**.

6.4 Specification for base concrete

The specification covers laying of **M-10 concrete** in base course under concrete block pavement, over granular sub-base. The work of M-10 concrete for base course shall be executed as per section 601 of MORTH specification for Dry Lean Concrete (DLC) with modifications as mentioned below:-

- a. Design mix for M-10 concrete shall be as per IS specifications.
- b. Concrete mixing shall be done as with batching plant with facilities of mixing concrete by weight.
- c. Concrete shall be laid/placed by a **paver finisher** as mentioned in MOST / MORTH specifications. Before laying the concrete, surface shall be got inspected by Site

- Engineer.
- d. Compaction shall be done using smooth wheeled vibratory roller of minimum 80 to 100 KN static weight.
 - e. Curing should be done by covering the surface by gunny bags / hessian or by providing bund over the concrete surface with standing water on top surface of concrete as per MORTH specification.
 - f. After the end of days work, the edge of the concrete is to be provide with such shuttering so that clear and straight edge are available on the next days.
 - g. The cement content of M-10 concrete shall not be less than **150 kg per cum.**

6.5 **Specification for Pavement Quality Concrete (PQC)**

The work of PQC pavement for road work shall be executed as per latest PWD/ SSR 2022 Specification and minimum cement content shall **not be less** than as specified for design mix cement concrete. However if higher grade and of concrete is to be executed excess / less cement used as per design mix shall be payable / recoverable separately as per relevant BOQ item.

6.6 **Specification for Kerb Stone**

The work of Kerb Stone of specific grade cements concrete to be executed as per latest PWD/ SSR 2022 Specification. The Kerb stone shall be factory machine made with Strong Vibratory compaction and exposed concrete finished. No site production shall be allowed. Repaired, plastered & damaged Kerb stone shall not be allowed

WORK SPECIFICATIONS

Ambient Site conditions:

Altitude : 1073 mtr above sea level

Max. ambient temperature: 40°C

TECHNICAL CONDITION AND SPECIFICATION FOR ELECTRICAL WORKS

1. Tender Drawings and Construction Drawings:

1.1 These drawings are meant for Tenderer's guidance only. -Approval for Construction drawings will be furnished to the contractor during the progress of work to supplement the bid drawings. Construction drawings will be revised and fresh copies issued to the contractor time to time to incorporate any change to be adopted in the work as per final design to suit any change to be adopted in the work as per final design to suit any condition encountered during the progress of work. Hence, Approved for construction drawings will be furnished progressively during the progress of the work broadly conforming to construction schedule.

1.2 LT main panel, other major equipments, other distribution board drawings and cable route shall be submitted by the contractor for approval of consultant before starting fabrication, manufacture.

1.3 Details shown either on the drawings or stated in the specification shall prevail upon drawings in case of doubts. However, in case of ambiguity, the more stringent shall be applicable.

1.4 EARTHING

Earthing shall be carried out as per IS - 3043 code of practice for earthing with latest amendments and as per specification and site requirement.

2.0 GUARANTEE

The tenderer shall guarantee the equipment offered for satisfactory performance for a period of 12 months from the date of commissioning and handing over the installation to the employer against defects arising out of faulty design, material & workmanship. The tenderer should make good all the defects free of costs during the guarantee period and replace or repair the defective equipments/parts free of cost promptly and satisfactorily.

3.0 INSPECTION & TESTING

The purchase representative shall be free to visit the manufacturer's works at all reasonable times to witness and inspect the testing of equipment's. It is the duty of the tenderer to see that all the equipment supplied are tested as per relevant IS/BS specification. The contractor shall furnish three copies of manufacturer test certificate for the routine and type test conducted on the equipment offered. If necessary, the contractor shall arrange to conduct all the routine tests at the manufacturer's premises in presence of Site In charge. On receipt of the equipment/materials at site the tenderer shall offer equipment/materials for inspection of Site In charge and get approved before installation.

4.0 PRE-COMMISSIONING TESTS OF EQUIPMENT

LT switchgear, Transformer, servo stabilizer, LT cables and DG set shall be subjected to the pre-commissioning tests as per approved Performa by employer. The pre-commissioning test report shall be sent to the consultant for approval for electrical installation/license for release-sanctioned load.

5.0 APPROVAL OF DRAWINGS

The drawings of LT Panels, Voltage stabilizer, DG set and cable layout shall be offered by the tender for approval and manufacturing/laying of these items can be taken in hand only after the approval of the drawings by Site In charge. The tenderer shall also supply three copies of approved drawings for LT switchgear and transformers, servo stabilizer, DG set (both the dimensional and schematic) along with 03 copies route drawings and earthing positions etc.

6.0 The contractor shall provide all kind of facilities for inspection of the works by the employer.

7.0 The electrical work shall conform to CPWD specifications for external with up to date amendments and for internal electrification works with up to date amendments.

1. SPECIFICATION FOR COMPRESSOR

Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos. working) to be provided for catering to the refrigeration load of around 316 KW for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor is proposed as replacement of existing compressor and allied equipment and should be incorporated with existing refrigeration system. This includes all miscellaneous spares parts and ancillaries required to complete the work.

a) Compressor system to be provided of following specifications:

1. Compressor shall be 1 No
2. Evaporating SST – 5Deg C
3. Condensing SDT +40 Deg C
4. Refrigerant - Ammonia
5. Refrigeration System – Pump feed, single stage reciprocating compressors
6. Type of Compressor - Single stage Reciprocating with belt driven drive through
7. Compressors should be provided complete with all accessories including suction and discharge manifolds with isolating valves; safety relief valve; High/Low oil pressure gauge along with panel board; oil separator; High, low and differential pressure cuts out of Danfoss/ equivalent make; Oil gauge glass with valves, high pressure gauge and cut outs; other standard accessories including drive set, flywheel, belt guard, driven V-belts, base frame, toolkit, set of spare gasket, oil paper and wire filters.
8. LPR system to be provided
9. Capacity control in terms of multiple compressors and individual compressor steps
10. 4 pole TEFC squirrel cage induction motor of 1440 RPM of suitable HP. (Make: ABB/CGL/Kirloskar)
11. Complete Selection to be submitted for approval before execution of work at site.
12. Make: Bitzer /Kirloskar - KCX 6/ Frick /Mycom

b) Low Pressure Liquid Receiver (1 no.) of suitable geometric volume to be provided of following specifications:

1. Horizontal Low pressure accumulator
2. Minimum Design pressure for the vessel shall be 18 kg/sqm
3. LP vessel to be manufactured as ASME SEC VIII Div-I
4. Material of construction MS Plate made of SA 516 Grade 70 material along with all interconnection of piping suitable for supply liquid ammonia at desired temperatures
5. Wet return lines and interconnecting flanges to be provided
6. Safety valve connection, liquid pump outlet connection, liquid overfeed return line connection all are to be provided as suitable for system
7. Stand for the receiver with necessary thermal break for receiver and structure
8. Vapor vent line with all necessary interconnecting pipes up to receiver
9. Un-insulated pipe for indication of the liquid level in receiver tank
10. Standpipe for mounting all the control and level switches
11. Valves and controls to be of Danfoss or equivalent make
12. LP vessel to be designed considering defrosting air cooling unit at a time
13. Liquid Ammonia Pump (1 working & 1 standby) of 51cum flow rate with bearing work hour indicator complete with all standard accessories and control valves and fittings. The pump should be capable of circulating the liquid ammonia at required ratios and minimum flow/head should be 7.5 HP/40m head. (Pump Make – Hydrodyne/Flowdyne/Preseion/Witt make)
14. GA drawing of vessel to be submitted for approval.

c) High Pressure Liquid Receiver (1 no.) of suitable geometric volume to be provided of following specifications:

1. Horizontal Straight through type liquid receiver
2. Material of construction MS Plate of SA 516 Grade 70, shell thickness 14mm and dish end thickness 16mm complete with radiography, along with 300 PSIG hydro pressure testing .
3. Receiver is provided with suitable valves/nozzles to connect liquid inlet/ outlet connection, pressure gauge connection, safety relief valve connection, liquid level glass connection, base support and other accessories.
4. Operating temperature : 40 deg C
5. Max. allowed pressured : 21 bar (G)

6. The receiver should include stop/service valves; level gauge glass, pressure gauge, safety relief valve, oil drain valves. It should be finished with paint after having been tested at high pressure.

d) Refrigeration Piping, Fittings, Valves & Controls (1 lot)

The interconnecting ammonia piping between the various parts of the plant shall be scheduled seamless pipes upto 25mm NB and ERW C-class Heavy Duty Pipes thereafter (Makes – Jindal/ Tata/ equivalent). The piping scope shall include supply of pipe lengths, necessary liquid feed assemblies comprising of solenoid valve, liquid strainer, stop valves, accessories like elbows. Tees, reducers, thermal break, clamps, threaded ends and fastener material etc. wherever required. Also included are primary and secondary steel structure and additional constructions for mounting the pipes and coolers and connecting the complete equipment.

Valves for controlling the interlinked equipment like compressor, condenser, cooling water pumps, liquid ammonia receiver, chiller etc. and controls shall be viz. electronic float valve, ammonia solenoid valves, temp. humidity and pressure indicators, flow switches etc. (Make: Danfoss/ Manik/ equivalent). Digital temperature indicator cum controller of range -50 to +50 deg C (Make: AKO/Dixel/Equivalent) to control the auto run & defrost cycles with help of inbuilt timers & controls. Ammonia Gas leak detection system with alarms to be provided.

e) Refrigeration line insulation & drain pipes(1 lot)

RPUF sections of suitable thickness with cladding of 26 gauge aluminum sheet is used for insulating the Ammonia pipes cold surface including intercooler, LPR etc. Drain Piping with GI 'B' class pipe from units to outside the chiller shall be provided. Type of insulation for the drain pipe shall be Armoflex/ Vedoflex insulation along with heaters.

f) VFD cum MCC Electrical Starter Panel (1 lot)

The MCC Panel shall be fabricated by MS Powder coated cubicle type Panel board, dust and vermin proof having isolating switch, fuse, contractors, circuit breaker, hour meter with bus bar suitable for 400/440 volts giving output and PLC touch operated auto/manual system suitable for VFD of all compressor motor each, DOL/Star Delta Starters for cooling tower motor, condenser pumps. Electrical cables for supply items. All the main ACB/MCB/ Relays shall be of Siemens/ABB/Schneider/ L&T make and only standard components will be used for fabricating the panel. The bus bar and the mains component capacity shall be strictly based as per the power requirement sheet. Distribution panels shall be provided wherever found necessary.

Automation Panel – Programmable Logic Controller complete with display for automatic operation and control of refrigeration equipment as per standards. Basic control will consist of :

- 1) Automatic capacity control of compressors
- 2) Sequence control liquid pumps
- 3) Temperature Control and indication
- 4) Warnings and failures indication
- 5) Possibility for automatic or manual operation
- 6) Leakage detection

g) Electrical Control Cabling and Wiring/Cable Tray (1 lot)

Electrical cabling and wiring between the main switch panel and the refrigeration equipment shall include:-

- 1) Power supply cable
- 2) Control and communication cable with cable trays between the panel and field instruments and PLC and various controls
- 3) Cable ducts etc.
- 4) All cables, trays etc. shall be of approved makes.

h) Structure & Support Material (1 lot)

M.S. Structure, supports, angles, channel for the equipment etc. for erection of complete refrigeration equipment, pipeline support and others.

i) Painting for the equipment and all the pipelines after installation (1 lot)

j) First Charge of Ammonia Gas and Oil (1 lot)

The system will be charged with ammonia and oil charge for the whole system being commissioned.

2. SPECIFICATIONS FOR CONDENSER

Supply, Installation, Testing and Commissioning of Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR Minimum capacity to be provided of following specifications:

1. Heat Rejection Capacity – 300 TR minimum
2. Condensing Temp. – 45 Deg C
3. Coil Data – SS 304
4. MOC – Casework (AZ150), Water Tank (AZ150)
5. Supply, Installation and Commissioning of Condenser with receiver and compressor discharge header on turnkey basis with all spares & accessories
6. M.S. Structure, supports, angles, channel for the equipment etc. for erection of complete condenser installation work, pipeline support and others.
7. Supply, Installation and Commissioning of Water softener with capacity of 5000 ltr. including 5000 ltr. Water storage tank.
8. Make – Star Cooler/ WAPCO/ BCE/THERMAX
9. This includes all miscellaneous spears parts and ancillaries required to complete the work.

NOTE: Bidders are required to submit complete technical details with model and make of the equipment offered for each of the items under this schedule for technical scrutiny and evaluation before purchase and delivery.

Above makes of equipment are approved subject to their meeting the specifications. The contractor, however, shall seek approval of specific make from Engineer In-charge before commencing the work. The decision of Engineer in-charge shall be final and binding on the contractor in this respect.

Items that are not covered in the above list and are required for execution shall be procured with the approval of Engineer Incharge. The decision of Engineer Incharge shall be final and binding on the contractor in this respect.

SECTION VI

APPENDIX SHOWING IMPORTANT SCHEDULES

1. Signing the agreement : Within **30 days** after the date of issue of Letter of Acceptance.
2. Commencement of work : 15th days after date of the issue of letter of Acceptance (LOA).
3. EMD to be submitted along with Tender : Rs 2 . 5 5 lacs should be submitted through e-payment and the receipt of the same should be scanned and uploaded along with tender.
4. Period of completion : **02 Months** from the 15th day after date of issue of letter of acceptance.
5. Liquidated Damages : As per Tender Conditions
6. Value of Running “onaccount” Bill : running account bill not less than 25%of contract value
7. Security Deposit : a) Performance security deposit 5% of the contract value or modified contract value.
b) Security deposit 10% of the contract value or modified contract and shall be recovered 10% from each running on account/final bills.
8. IT, GST deductions : At prevailing rate from each bill
9. Defects Liability Period : 24 months after actual & final completion of work
10. Period of Final Measurement : As per progress of work.

Section - VII

BANK DETAILS PERFORMA

Banker details for refund of EMD through E-payment

Name of Work: Supply, Installation, Testing and Commissioning of Single stage reciprocating Compressor (1 nos.) with ancillary equipment and accessories to be provided for catering to the refrigeration load of around 316 KW and Evaporative type condenser (1 Lot) induced draft type with pump, ancillary equipment and all accessories of 300 TR. capacity for Existing Cold Rooms. The system offered should be energy efficient with flexibility in operations to allow for multiple storage of products and partial loads in cold rooms incorporating latest technology (Air Cooled Type). This compressor etc. is proposed as replacement of existing compressor & other equipment and should be incorporated with existing refrigeration system at JK Agro Industries Development Corporation Limited Cold Store at B-13 & 14, Lawrence Road, Delhi. (Package – 2) –

Name of contractor :

Name of Bank :

Address of Bank :

Type of Bank Account :

Bank Account No. :

MICR NO. :

Bank's Sort Code :

Bank's Swift Code :

RTGS Code (IFSC Code) (Alphanumeric 11 digit code)

Bank Telephone :

One cheque duly cancelled (signature not required) :

Signature of contractor with office seal

Section - VIII

LIST OF MANDATORY TESTS

SECTION – VIII

LIST OF MANDATORY TESTS					
S. No.	Description of Material	Test	Reference of IS Code / Specification for testing	Field / Laboratory test	Frequency of testing
1	Cement (Approved brand :-JK, Gujarat Ambuja, Birla Uttam, ACC, Vikram Shree, Ultratech, Binani, Lafarge, Madras Cement (Ramco), India Cement, Jaypee, JK Laxmi, Dalmia)	Physical & chemical properties	IS : 4031	Lab	Initial Test-01 test for each brand of cement. Subsequently, 01 test for 200 MT or part thereof for each brand. Cement should be of approved brand and each lot should be accompanied by manufacturer's test certificates
2	Reinforcement steel (Approved brand:-SAIL, TATA, RINL, JINDAL)	Physical & chemical properties	IS :1786	Lab	Initial Test-01 test for each brand and each dia of reinforcement steel , Subsequently - One test for every 35 MT or part thereof. Reinforcement Steel should be of approved brand and each lot should be accompanied by manufacturer's test certificates
3	Water	PH value, chlorides, sulphates, alkalinity test, acidity test, suspended matter, organic matter and inorganic matter	IS:3025	Lab	Initial Test- Source approval at commencement of work and Subsequently- every six months or change of source.
4	Coarse Aggregate - Building works	Gradation	IS 2386 - I	Field / Lab	Minimum one test for every 50 cum or part thereof.
		Deleterious material	IS 2386 - II	Field / Lab	
		Specific Gravity	IS 2386 - III	Field / Lab	
		Crushing value	IS 2386 - IV	Field / Lab	
		impact value	IS 2386 - IV	Field / Lab	
		10% fine value	IS 2386 - IV	Field / Lab	
5	Fine Aggregate- Building works	Organic impurities	Appendix 'A 'of chapter 3, PWD/ SSR 2022 Specifications	Field	Minimum one test for every 50 cum or part thereof.

		Silt content	Appendix 'C' of chapter 3 ,PWD/ SSR 2022 Specifications	Field	
		Bulking of Sand	Appendix 'D' of chapter 3 ,PWD/ SSR 2022 Specifications	Field	
		Gradation	Appendix 'B' of chapter 3 ,PWD/ SSR 2022 Specifications	Field / Lab	
6	Coarse Aggregate - Road , Pavement works	Gradation	IS 2386 - I	Field / Lab	One test for everyday's work.
		Flakiness and Elongation Index	IS 2386 - I	Field / Lab	Once for each source of supply and subsequently on monthly basis.
		Deleterious material	IS 2386 - II	Lab	One test for everyday's work.
		Water Absorption	IS 2386 - III	Lab	Regularly as required subject to a minimum one test a day. This data shall be used for correcting the water demand of mix on a daily basis
		Los Angeles Abrasion Value/Aggregate Impact value	IS 2386 - IV	Lab	Once for each source of supply and subsequently on monthly basis
		Soundness	IS 2386 - V	Lab	Before approving the aggregates and every month subsequently.
		Alkali aggregate reactivity	IS 2386 - VII, IS:456	Lab	Before approving the aggregates and every month subsequently.
7	Fine Aggregate - Road , Pavement works	Gradation	IS 2386 - I	Field / Lab	One test for everyday's work.
		Deleterious material	IS 2386 - II	Lab	One test for everyday's work.
		Water Absorption	IS 2386 - III	Lab	Regularly as required subject to minimum two test per day. This data shall be used for correcting the water demand of mix on a daily basis.
		Silt Content	Appendix 'C' of chapter 3 ,PWD/ SSR 2022 Specifications	Field	Minimum one test for everyday's work.
8	Slump Test - Building Works		Appendix 'D' of Chapter 4, PWD/ SSR 2022 Specifications	Field	Minimum one test for every 20 cum of concrete or part thereof
9	Slump Test - Pavement Works		IS 1199	Field	One test per each dumper load at both Batching plant site and paving site initially when work starts. Subsequently, sampling may be done from alternate dumper.

10	Cube Test				
(i)	Reinforced Cement Concrete - Building works	7 days and 28 days Compressive strength	IS 516	Lab	One sample of six cubes for every 50 cum or part thereof
(ii)	Dry Lean Concrete (DLC) - Pavement Work	7 days compressive strength	IS 516	Lab	One sample of five cubes for every 150 cum or part thereof
(iii)	Pavement Quality Concrete (PQC) - Pavement Work	Compressive strength, flexure strength	IS 516	Lab	2 cube set samples and 2 beam set samples per 150 cum or part thereof for each day production.
11	Earthwork				
		Gradation/clay & sand content	IS 2720 -IV	Lab	2 tests per 3000 cum or part thereof for each source.
		Atterberg's limit	IS: 2720-V	Lab	
		California Bearing Ratio	IS 2720-XVI	Lab	
		Maximum dry density / OMC	IS 2720-VIII	Lab	
		Deleterious content	IS: 2720-XXVII	Lab	
		Free swelling Index	IS: 2720-XXXX	Lab	As and when required by Engineer
		Field density	IS: 2720-XXVIII	Field	(a) One set of 10 measurements for each layer per 3000 sqm of compacted area for embankment (b) One set of 10 measurements for each layer per 2000 sqm of compacted area of shoulder and sub-grade.
		Moisture content	IS: 2720-II	Field	2 tests per 1000 cum
12	Granular Sub base				
		Gradation	IS 2386- I	Field / Lab	Minimum 01 test per source and additional test after every 1000 cum
		Water absorption	IS 2386- III	Lab	Minimum 01 test per source and additional test as required by Engineer
		Wet Aggregate Impact Value test (if WA >2.0%)	IS 5640	Lab	As required by Engineer
		Aggregate Impact Value	IS 2386- IV	Lab	Minimum 01 test per source and additional test after every 2000 cum
		Atterberg's limit	IS 2720-V	Lab	Minimum 01 test per source and additional test after every 1000 cum
		Maximum dry density /OMC	IS 2720-VIII	Lab	Minimum 01 test per source and additional test as required by Engineer
		Moisture content prior to compaction	IS 2720-II	Field	Minimum 01 test every 400 cum

		Field Density	IS 2720-XXVIII	Field	one test per 2000 Sqm or part thereof
		Deleterious material	IS: 2720-XXVII	Lab	Minimum 01 test per source and additional test as required by Engineer
		CBR	IS 2720-XVI	Lab	Minimum 01 test per source and additional test as required by Engineer
13	Water Bound Macadam				
		Gradation	IS 2386- I	Field / Lab	Minimum 01 test per source and additional test after every 500 cum
		Aggregate Impact Value	IS 2386- IV or IS5640	Lab	Minimum 01 test per source and additional test after every 500 cum
		Combined Flakiness and Elongation Indices	IS 2386- I	Lab	Minimum 01 test per source and additional test after every 500 cum
		Atterberg's Limit (Screening, Binding Material)	IS 2720-V	Lab	Minimum 01 test per source and additional test after every 500 cum or part thereof
		Water absorption	IS 2386-III	Lab	Minimum 01 test per source and additional test as required by Engineer
		Sulphur Content, Water Absorption, Chemical Stability, Density for Crushed Slag (if used)	To comply with requirements of Appendix of BS : 1047	Lab	As required by Engineer
		Soundness test (if WA >2.0%)	IS 2386-V	Lab	As required by Engineer
14	Wet Mix Macadam				
		Gradation	IS 2386 - I	Field / Lab	Minimum 01 test per source and additional test after every 500 cum
		Water Absorption	IS 2386-III	Lab	Minimum 01 test per source and additional test as required by Engineer
		Soundness (if WA > 2.0%)	IS 2386-V	Lab	As required by Engineer
		Atterberg's limit of portion of aggregate passing 425 micron sieve	IS 2720 - V	Lab	Minimum 01 test per source and additional test after every 500 cum or part thereof
		Aggregate Impact value	IS 2386- IV or IS 5640	Lab	Minimum 01 test per source and additional test after every 500 cum
		Maximum Dry Density / OMC	IS 2720 - VIII	Lab	Minimum 01 test per source and additional test as required by Engineer
		Combined Flakiness and Elongation Indices	IS 2386 - I	Lab	Minimum 01 test per source and additional test after every 500 cum
		Moisture content	IS 2720-II	Field	Minimum 03 tests per day
		Field Density	IS 2720 - XXVIII	Field	One set of three test per 2000 sqm or part thereof
15	Prime /Tack Coat				
		Quality of Binder	IS 73, IS 217, IS 8887	Lab	No. of samples per lot and tests as per IS 73, IS 217, IS 8887as applicable

		Binder Temperature for Application	As per MORTH specifications	Field	At regular close interval
		Rate of Spread of Binder	As per MORTH specifications	Field	Minimum 03 tests per day
16	Dense Bituminous Macadam / Bituminous Concrete				
		Mix grading	IS 2386- I	Lab	One set for individual constituent and mixed aggregates from dryer for each 400 tonnes of mix subject to a minimum of two tests per day per plant
		Plasticity Index	IS 2720-V	Lab	One test for each source and whenever there is change in the quality of aggregate.
		water absorption	IS 2386-III	Lab	One test for each source and whenever there is change in the quality of aggregate.
		Soundness (if WA>2%)	IS 2386-V	Lab	One test for each source and whenever there is change in the quality of aggregate
		Impact value / Abrasion value	IS 2386-IV	Lab	One test per 350 cum of aggregates for each source and whenever there is change in the quality of aggregates
		Combined flakiness and elongation Indices	IS 2386- I	Lab	One test per 350 cum of aggregates for each source and whenever there is change in the quality of aggregates
		Stripping value	IS 6241	Lab	Initially one set of 3 aggregate representative specimen and then for each change in quality of aggregate
		Stability and Void Analysis of Mix	ASTM: D-1559	Lab	Three tests for stability, flow value, density and void contents for each 400 tonnes of mix subject to minimum of two tests per day per plant
		Retained Tensile test (if retained Coating <95%) / Moisture Susceptibility Mix	AASHTO T283	Lab	one test for each mix type whenever there is change in quality or source of coarse or fine aggregate
		Binder Content	IRC: SP 11 Appendix 5	Field	Minimum 2 tests per day
		Field Density	IRC: SP 11 Appendix 5	Field	One test per 700 sqm
		Quality of Binder	IS 1201 to IS 1220	Lab	number of samples per lot (as in IS 73) and tests as per IS 73
		Temp Control at the time of laying and compaction		Field	At regular interval
17	Brick work / brick tiles / sewer brick/Burnt clay perforated building Bricks				
		Dimension	Appendix A, B, C & D of Chapter 6 of PWD/ SSR	Lab	Minimum one test for every 50000 bricks or part thereof
		Compressive strength		Lab	

			2022 Specifications		
		Water Absorption		Lab	
		Efflorescence		Lab	
18	Stone work				
		Water absorption	IS 1124	Lab	Minimum one test for every 200 sqm / 100 cum or part thereof
		Transverse Strength	IS 1121 - II		
		Resistance to wear	IS 1706		
		Durability	IS 1126		
19	Marble				
		Moisture absorption	IS 1124	Lab	Minimum one test for every 100 sqm or part thereof
		Hardness test	Mho's Scale		
		Specific Gravity	IS 1122		
20	Granite				
		Moisture	IS 1124	Lab	Minimum one test for every 100 sqm or part thereof
		Specific Gravity	IS 1122		
21	Structural Steel (other than PEB)				
		Tensile strength	IS 1599	Lab	Minimum one test for every 20 tonnes or part thereof per source and also manufacturer's test certificates for each consignment should be accompanied.
		Bend Test			
22	Steel Tubular pipes				
		Tensile test	IS 1608	Lab	Minimum one test for every 8 tonne or part thereof per source and also manufacturer's test certificates for each consignment should be accompanied.
		Bend Test	IS 2329		
		Flattening Test	IS 2328		
23	M 50 Grade Cement Concrete Paver Blocks				
(i)	M-50 Grade Pre-Cast Concrete Paving Blocks	Compressive Strength	As per Technical Specifications	Field / Lab	<p>a) 16 paving blocks for everyday production. If, however, the average strength of the first 04 blocks tested is not less than 54 N/sqm, the sample shall be deemed to comply and the remaining 12 blocks from the sample need not be tested.</p> <p>b) If blocks are procured from outside and not manufactured at project site 01(one) test of 16 blocks per 10,000 nos. paving blocks or part thereof</p>

		Dimensions	As per Technical Specifications	Field / Lab	a)16 paving blocks for everyday production b) If blocks are procured from outside and not manufactured at project site 01(one) test of 16 paving blocks per 10,000 nos. paving blocks or part thereof
(ii)	Sand for Bedding Layer				
		Percentage of Deleterious material	IS 2386	Lab	Minimum one test for every 50 cum or part thereof
		Particle Size Distribution	As per Technical specification	Field / Lab	
		Silt Content	As per Appendix 'C' of Chapter 3 of PWD/ SSR 2022 Specifications	Field	
		Moisture Content	IS 2720	Field	
(iii)	Sand for Joint Filling	Particle Size Distribution	As per Technical specification	Field / Lab	Minimum one test for every 50 cum or part thereof
Note:-	For items not covered above may be dealt with as per the technical specifications in the contract.				

SECTION – IX

(TESTING PROFORMAS)

Bill Performa

Name of work :

LOI No.

Name of Contractor :

Date of Start :

Date of Preparation of Bill :

S N	Item No.	Descri ption of Items	Unit	Qty as per Agt .	Rate as per Agt.	Qty as per Pre. Bill	Qty as per this Bill	Cumu lative Qty.	Amt. as per Previo us Bill	Amt. as per this Bill	Cumul ative Amount
1											
2											
3											
4											
5											
						Total of Schedule A					
						Add Enhancement or Rebate @					
						Grand Total of Schedule A					

SECTION – X (TENDER DRAWING)

