



Standard Bidding Document

For

**Supply of Ordinary Portland Cement (OPC) 43 Grade
conforming to**

IS 8112 of 89 and IS 12269-87

Amended up-to date in bags duly ISI marked & tested

J&K Projects Construction Corporation Ltd.

(A J&K STATE GOVERNMENT UNDERTAKING)

Office of the Accounts Officer, JKPCC Ltd, Jammu

E-Mail:- info@jkpcc.com

Web: - www.jkpcc.com

NOTICE INVITING TENDER

E-NIT No: AO/J/02 of 2019 Dated:- 07.02.2019.

On behalf of the Managing Director J&K PCC Ltd., The Accounts Officer, JKPCC Ltd., Jammu invites e-tenders from Principal Manufacturers for execution of below mentioned job;

Name of Work	Earnest Money	Period of completion	Cost of Tender Document	Class of Contractor	Positions of Funds
Supply of Ordinary Portland Cement (OPC) 43 Grade conforming to IS 8112 of 89 and IS 12269-87 amended up to date in bags duly ISI marked and tested including F.O.R. at Keran Store Bantalab, Jammu.	Rs. 10.50 Lacs	1 Year	5000/-	Original Manufacturers	Available

Note:-

1. Qualification criteria, critical dated for bidding, scope of work, tender document, BOQ and all other terms and conditions can be seen and downloaded on www.jktenders.gov.in from **07-02-2019 time 1700 Hrs to 28-02-2019 upto 1400 Hrs.**
2. Any other information regarding e-tendering process can be had from the office of Accounts Officer, JKPCC Ltd., Jammu (Mob. No. 9797404142 during Office Hours)

No:- *AO/J/1004-11*
Dated:- *07/02/2019*

[Signature]
Accounts Officer,
JKPCC Ltd.,
Jammu.

Copy to the:-

1. Managing Director, JKPCC Ltd., Jammu for information.
2. Executive Director, JKPCC Ltd., Jammu for information.
3. Financial Controller JKPC Ltd. Jammu for favour of information.
4. General Manager, JKPCC Ltd., Jammu for information.
5. Deputy Director, Information Department Jammu with the request that e- tender notice may kindly be published in one leading local English daily and two National dailies for wide publicity.
6. Pvt. Secretary to M.D for kind information of the Managing Director, JKPCC Ltd.
7. Technical Officer to M.D., JKPCC Ltd., Jammu for information.
8. I/c E-tendering cell for uploading the tender on official website www.jktenders.gov.in.

STANDARD BIDDING DOCUMENT AND TECHNICAL SPECIFICATIONS

E-NIT No: AO/J/02 of 2019 Dated:- 07-02-2019

A. GENERAL CONDITIONS:-

1. INVITATION:-

For and on behalf of the Managing Director JKPCC Ltd., Jammu e-tenders are hereby invited from reputed Cement manufacturers for Supply of Ordinary Portland Cement (OPC) 43 Grade producing cement by Rotary Kiln Technology with minimum production capacity of 600 MT per day accredited with valid BIS certification as per IS 8112 of 1989 amended upto date in bags duly ISI Marked and tested as per Terms, Conditions and detailed Technical Specifications of this SBD document. Subsidiary plant holder of major plants with capacity less than prescribed quantity will not be considered.

2. INSTRUCTIONS TO TENDERERS:-

1. The Bidding documents can be downloaded from the <http://jktenders.gov.in> from 07-02-2019 1700 Hrs to 28-02-2019 1400 Hrs
2. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 07-02-2019 1700 Hrs to 28-02-2019 1400 Hrs.

The pre bid meeting will be held on date **14-02-2019 time 1200 Hrs** in the Conference Hall, Head Office, JKPCC Ltd., Rail Head Complex, Jammu

The technical bids uploaded on the Website up to due date and time will be opened online **01-03-2019 at 1200 Hrs** in the office chambers of **Executive Director, JKPCC Ltd., Jammu** in presence of the bidders who wish to attend.

In case the tenders are not opened on due date due to any reasons, same shall be opened on the next working day at the same time and venue or any suitable date to be intimated later on.

3. That the bids shall be strictly uploaded on the prescribed website and after opening financial bid, L1 bidder shall have to submit the required documents in hard copy.
4. The complete bidding process will be on line.
5. The cost of tender shall be deposited by the prospective bidders through banking mechanism as per the following details:-

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|----------------------|---|
| i) Name of Bank :- | J&K Bank Ltd. |
| ii) Account title :- | Financial Controller, JKPCC Ltd (Current Account) |
| iii) Account No. :- | 0084010100002408 |
| iv) Branch :- | New Secretariat Road Srinagar |
| v) IFSC Code :- | JAKAOPROMPT |
| vi) SWIFT Code :- | JAKABBINRSGR- Optional |



- a) The Bidder shall only upload scanned copy of payment acknowledgement slip. Similarly the earnest money shall be duly pledged to **Financial Controller, JKPCC Ltd., Jammu**. Bid security shall be in the form of CDR/FDR only and shall have to be valid for 1 year or more after last date of receipt of Bid and upload only a scanned copy of the certificate on the website.
- b) However, before allotting the work or issuing the supply order, the lowest bidder shall have to submit the original certificate, CDR/FDR/Bank Guarantee.
6. Bids must be accompanied by bid security (EMD) amounting to **Rs. 10.50 Lacs (Rupees Ten Lacs & Fifty thousand only)** only in the shape of call deposit receipt (CDR), Fixed Deposit Receipt (FDR) from a Nationalised / Scheduled Bank guaranteed by Reserve Bank of India and having a branch in the J&K State pledged in favour of **Financial Controller JKPCC Ltd., Jammu**.
7. Other details can be seen in the bidding documents.
8. Instruction to bidders regarding e-tendering process
- a) 1. The interested bidder can download the bidding document from the website <http://jktenders.gov.in>.
2. Bidders are advised to download bid submission manual for the help of Bid Submission process from the "Downloads" option as well as from "Bidders Manual Kit" on website <http://jktenders.gov.in>.
- b) To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' class III(b) as per Information Technology Act-2000 with latest amendment if any, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mention digital certificate from any approved vendors. The Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate.
- c) The bidders have to submit their bids online in electronic format with digital Signature. The bids proposed without digital signature will not be accepted. No proposal will be accepted in physical form.
- d) Bids will be opened online as per time schedule.
- e) Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.

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

- f) The Corporation will not be responsible for delay in online submission due to any reasons.
- g) All the required information's for bid must be filled and submitted online.
- h) The details of cost of documents, EMD specified in the SBD should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.
- i) Bidders can contact the office of General Manager JKPCC Ltd., Jammu for any

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guidance for getting DSC or any other relevant details in respect of e-tendering process.

- j) Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually, otherwise the bid will be rejected automatically. The BOQ downloaded should be used for filling the net item rate as per columns mentioned in BOQ and it should be saved with the same name as it contains.
- k) Bidders are advised to use "My Documents" area in their user on <http://jktenders.gov.in> e-Tendering portal to store important documents which are used in all SBD's like Sales Tax Clearance Certificate, etc. and attach these certificates as Non-Statutory documents while submitting their bids.
- l) The guidelines regarding submission of bid online can be downloaded from website "<http://jktenders.gov.in>".
- m) The BID must be complete in all respects. All the terms and conditions of SBD including technical specifications should be carefully studied for the sake of submitting complete and comprehensive BID. Failure to comply with any of the SBD conditions may lead to rejection even if otherwise it is competitive offer / BID.
- n) The SBD shall be prepared and typed in a formal manner with all quotations written both in words & figures. The detailed description of the offer quoted shall be given.
- o) Conditional tenders such as "subject to market FLUCTUATION, discounts for a limited period etc." Will not be accepted.
- p) Bank charges, if any shall be to the account of the tenderer.

3. Qualification Criteria:

- a. All bidders shall include the following information and documents with their bids:-

I. In Part-I the Bid shall contain the following documents in the scanned form only duly uploaded in My document area of the website:

- i) Earnest Money
- ii) G.S.T Registration Certificate.
- iii) Permanent Registration Certificate/Industrial licence.
- iv) Capital Turnover of the tenderer for the last three years along with Balance Sheets duly certified by Chartered Accountant.
- v) Proprietor's individual PAN Number in case of proprietorship concerns/True copy of PAN number of each partner in case of partnership firms and limited concerns.
- vi) Copies of ownership documents/Copy of Partnership deed (if required)
- vii) Copy of certificate of incorporation in case of company alongwith copies of Article of Association (AOA) and Memorandum of Association (MOA).
- viii) A general Power of attorney together with a copy of resolution of Board of Directors (in case of Co) when the tender is signed by a person other than proprietor / parties / M.D / Director as the case may be.
- ix) Copy of valid BIS certificate in token of proof that the material is ISI

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Marked and is being manufactured as per IS No: 8112 of 1989 amended up-to date. True copy of the accreditation license should be attested by the Gazetted Officer / authorized Notary.

- x) The firm should have a major plant with production capacity of 600MT per day.

Note:-

- 1) Scanned copy of all documents from (i) to (x) mentioned above.
- 2) IF any one of above documents is not found in the Technical Bid Document, the Bid will be disqualified.

4. No claim shall be laid against the Corporation either in respect of interest or depreciation in value for the amount of security deposit or earnest money. In case of bank deposits the Corporation shall not be responsible for any loss on account of failure of the bank.

5. Earnest Money:-

- 1) SBD's (Standard Bidding Documents), which are not accompanied by the required amount of earnest money, will be rejected and their Price Bid shall not be opened.
- 2) Earnest money of the tenderers shall be forfeited if they withdraw their SBD or hike the prices of their offer within the validity period. The earnest money shall also be forfeited in case of tenderers who do not comply with the award/contract placed on them or violate any terms and conditions contained herein.
- 3) **Earnest money deposit shall be released.**
 - a) In favour of unsuccessful tenderers immediately after finalization of tender.
 - b) The Earnest Money of the tenderer who backs out or withdraws his tender or fails to abide by it after acceptance thereof is conveyed or posted to him, shall be forfeited, besides recourse to other measures under the Law in force in the state to recover the extra cost if involved in getting the work done through some other risk and cost.
 - c) Successful bidders after completion of the job contract.

6. TESTING:

Supplies shall be strictly as per the specification, Terms and conditions of the Supply order. Each lot of Cement shall be accompanied by standard test certificates issued by the Manufacturers as per relevant IS codes.

The Consignee shall conduct the quality test of the product and in such case, the tenderer shall have to nominate a local Representative for drawing of samples from the lots with the Representatives of the Corporation.

Joint sampling of each rake / consignment by the authorized representative of Corporation and the firm within the premises of JKPCCL Ltd., Store at keran immediately on receipt of material and its testing jointly would be witnessed at :-

- a) J&K State material Testing Lab of Directorate of Designs, Planning and Quality Control, Canal Road, Jammu / National Institute of Technology, Srinagar / GCET Jammu.
- b) Testing may also be got conducted at any of the leading Test houses in Delhi preferably Testing House, Government of India, National Council for Cement and Building Material (NCCBM), Vallabh Garh, Faridabad, Haryana or Shree Ram

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Testing House, Delhi. In case of variance in test results, the test report of National Test House shall be preferred. However this shall be at the discretion of the Corporation to go in for such testing.

In case of failure of the firm to depute representative on account of any reason whatsoever, it may be. The sample shall be collected by the Corporation representative and the test results of the samples so collected shall be binding on the tenderers. The tenderers shall have to make good the loss or to replace the rejected quantity, by products of proper specifications within a specific period. The decision of the Managing Director JKPCCLtd., Jammu will be final and binding.

- c) The testing charges on account of tests within state shall be borne by the Corporation and in case of outside state the charges shall be borne by the supplier. In case however, if the test results show the products to be defective, the testing charges along with the cost of defective material not replaced shall be recoverable from the Supplier, and such recoveries will be affected from any payment from the amount due to the Supplier, Call Deposit Receipt / Security lying with the Corporation or through other remedial measures available under the Law, in addition to suspension in supplies.
- d) However, in case supplies are effected directly from the factory / railway stations to the various Indenting units within Jammu Province, testing shall be the sole responsibility of the concerned Indenting Units.
7. **PERFORMANCE GUARANTEE** : The supplier shall be responsible to replace free of cost, including transportation and unloading charges the whole or any part of supplies which under normal proper use proves defective in material or workmanship and not conforming to relevant specification immediately, within (15) days from the date of receipt of such information from the Consignee.
8. The above provision shall also apply to the material replaced by the firm in case the same is again found to be defective. The Corporation shall be free to take any action in case of repeated failures.
9. In case the supplier fails to replace the defective damaged material/ shortage within one (1) month from the date of intimating of shortages / damages, they shall have to pay interest to JKPCCLtd., @ 18% P.A. on the value of such material from the date of payment.
10. **TERMS OF PAYMENT** : Payment shall be released to the extent of 90% of the material received and 10% will be released after 90 Days of Supplies.
11. **PRICES:-**
- a) The prices/rates quoted shall be inclusive of all taxes, duties, packing, forwarding, freight, entry tax, if applicable, transit insurance and all other levies as applicable by the central as well as State Government. The contractor's rate shall remain firm and fixed during the currency of the contract.
- b) The prices to be quoted in BOQ shall be firm and final till the validity of the contract period.

12. **VALIDITY:-**

The Bid should be unconditionally valid for a period of **120 days** from the actual date

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of opening of the tenders. Any tenderer revising the offer within the validity period without prejudice to other remedies available with the Corporation, is likely to be blacklisted. However the Corporation retains the right of asking for extension of the validity period, if necessary.

13. PENALTY :-

Failure or default of the tenderer to deliver the material in accordance with the specifications or within stipulated time or to fulfill all the terms and conditions mentioned herein and in the agreement shall render the tenderer liable to penalty upto ½ % per week to the maximum of 10% of the value of Contract besides forfeiture of the security deposit and recourse to other remedies under Law in force as per the discretion of the Corporation.

14. INSURANCE:-

- i) It is the responsibility of the supplier to deliver the goods in sound condition at the stores of the consignee. For this purpose the supplier should insure the material against all risks during transit for full delivered value of the material upto destination. The filing of claims, if any, and settlement thereof with insurance company/underwriters, shall be the responsibility of the supplier for which, no extra payment shall be made by the Corporation. However, necessary information required in connection with making and settling of such claims, if any, shall be provided by the consignee. All damages and or shortages during transit shall be made good immediately on receipt of such information from the consignee. A certificate shall be submitted by the supplier with each bill to the effect that the material has been duly insured.
- ii) The consignee shall report losses/damages to the supplier within 30 days of the arrival of the material. It will however be the supplier's responsibility to file claim on the insurance company/underwriter and to arrange replacements thereof to the consignee within reasonable period up to 60 days from the date of intimation without waiting for settlement of claim from underwriters etc.

15. INTIMATION TO MANGING DIRECTOR JKPCC LTD., JAMMU:

The name and location of the manufacturing plant from where the tenderer intends to supply the cement shall have to be mentioned specifically in the tender. No change shall be permissible at any stage of the contract without the written permission of Managing Director JKPCC Ltd., Jammu and the decision of the Managing Director, JKPCC Ltd., shall be final and binding on the supplier / firm. Supplies from temporary / permanent storage facility shall in no case be allowed.

The supplier will have to intimate the probable date of dispatch following by faxed advance intimation regarding the actual dispatch to the consignee to enable him to arrange payment. A copy of each intimation should be sent to the Office of the General Manager JKPCC Ltd., Jammu.

16. DUTIES AND TAXES :

The tenderers would be required to indicate separately the various applicable duties and taxes that would form part of the total FOR quoted rates as per details provided in Annexure 'A'. It should be noted that the duties should be strictly expressed in percentage basis as desired.

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- i) Any Statutory increase on account of revision of the State/Central Government levies during the completion /Scheduled period of this Contract shall be borne by the Corporation from the date it brought to the notice of the Corporation provided the material is supplied within the delivery schedule of the supply order. Payment for such cost shall be released only on production of the relevant documents of amount having paid to the Central / State Government as the case may be.
- ii) Should there be any decrease in the rates of Cement by any action of the State/Central Government in the statutory levies/ taxes, the corresponding reduction shall be applicable to entire supplies from the date these come in force and supplier shall inform the Corporation immediately of such changes. In case it comes to the knowledge of the Corporation that rates had reduced due to statutory changes, and supplier has not informed the Corporation of such change and received payment at higher rates, same shall be recovered from future payments or otherwise. The Contractor shall furnish following certificate to the paying authority along with each bill for supplies made against the supply Order.

"I/We certify that there has been no reduction in Duties / Taxes of the Stores identical to stores supplied to the Government under the Contract herein and such Stores have not been offered/sold by me/us to any person/Organisation including the Purchaser within the jurisdiction of the J&K at duties / taxes lower than those charged under the Contract within currency period of the Contract".

- 17) A specific mention of "**Only for supplies to J&K PCC Ltd) Red Colour** on each and every bag of 50 Kg HDPE as per BIS 11652 of 2000 with latest amendment is to be mentioned.
- 18) **All those units which are claiming GST exemption shall have to furnish the requisite documentary evidence to support their claim.**
19. **INDEMNITY BOND** : The successful tenderer shall have to furnish an Indemnity Bond on the prescribed format within fifteen days from the date of issue of Letter of Intent / Supply order on Rs. 50/- Judicial paper indemnifying the Corporation against any losses / backing out of the contractual obligations during currency of the Contract and extension thereof and undertaking to pay the amount of such losses as demanded by the Corporation without demur.
20. The Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof for the time it is held by the Corporation.
21. **CHANGES:-**
No deviation to printed general conditions attached with the tender shall be accepted. Any deviations from the conditions in the tender specification must be clearly and separately indicated in the "Annexure 'B'".
22. **SPECIAL INSTRUCTIONS:-**
a) SBD's not submitted on the lines indicated above are liable to be rejected without correspondence.
b. Request for extension in last date of receipt of SBD's is likely to be ignored.
23. **CONSIGNEE:-**

General Manager, JKPCC Ltd., Jammu.

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24. DELIVERY :

- a) The delivery period shall be 15 days from the date of supply order issued from time to time as per requirements.
- b) In case it is supplied by Rail Route, the supplies shall be directly transported from Railway Yard to Keran Store Bantalab.
- c) In case, supplies are made by road through trucks, the supplies shall be directly transported from manufacturing plant to Keran Store Bantalab by one vehicle. No change of vehicles carrying the cement, en route shall be allowed

25. CANCELLATION / TERMINATION FOR DEFAULT:-

The Corporation reserves the right to cancel the purchase order / contract in case of default on the part of the supplier.

- a) If the supplier fails to execute the contract in full or part thereof as per prescribed schedule or deliver any or all the material in the contract within the time period specified in the contract on order.
- b) If the supplier fails to perform any other obligation(s) under the contract.
- c) The past performance of the tenderers shall be checked and evaluated and in case of past performance of the suppliers/Firms is reported / found un-satisfactory, the orders may not be placed with the firm even if the firm may be 1st lowest.

26. ADDITION OR REDUCTION OF QUANTITIES:

The Quantities mentioned i.e. 2.00 Lacs bags is approximate and the Purchaser reserves the right to increase the quantity by 50% or reduce it as per requirement / availability of funds for which the supplier is bound to abide by. However, any further increase in quantities, if any, would be subject to the mutual agreement between the Corporation and Supplier.

27. CIVIL SUIT / LEGAL REMEDY:-

All legal proceedings in connection with the order/tender will be subject to the jurisdiction of local courts of Jammu and Kashmir State alone.

28. ARBITRATION

In case of any doubt, dispute or difference arising out of contract, the same shall be referred to the State Government for decision under J&K State Arbitration Act only.

29. VARIATION:-

The SBD's should specify the limits of variations that are likely to occur in various parameters of the material at the stage of quotation and that of contract. In other words the indication of variations at tendering stage be clearly brought out. Any variation in contravention to BIS 8112 of 1989 Indian Standards shall not be accepted. Where such parameters are not covered by ISS, the variations shall be restricted to that mutually agreed upon.

30. AGREEMENT DEED :

As soon as the acceptance of the tender is conveyed to the successful tenderer, the Contract shall be final and binding upon the supplier. Agreement Deed shall have to be executed with the Corporation by the Supplier in the prescribed format within 10 days from the date of issue of Letter of Intent / Supply order. The expenses of completing and

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stamping the agreement shall have to be borne by the supplier. Any delay or failure on this account shall interalia be construed as wilful default inviting forfeiture to the Corporation of the Earnest Money amount. In case the firm wilfully or otherwise delays the execution of the Agreement, the contract as per Letter of Intent / Supply order in accordance with the NIT terms and conditions shall still be binding on the firm / Supplier.

31. AWARD OF CONTRACT

- a. Once an offer is accepted by the Corporation, acceptance of the same i.e. rates shall remain valid for complete one year or till finalization of next tender whichever is later.
- b. The Corporation shall not be bound to accept the lowest or any tender and reserves to itself the right of accepting the whole or a portion of any of the tender as it may deem fit, without assigning any reason thereof.
- c. Incentives / concessions as have been made available by the Government of Jammu and Kashmir shall be accorded to the local Industry. Implementation of the same may change the interalia position of the participating tenderers vis-à-vis their offered rates. However, the Corporation would notify the position online to all the participating tenderers which shall be final and binding on the Corporation and the tenderers.
- d. The Managing Director JKPCC Ltd., Jammu shall have the discretion to accept or reject any or all the tenders or whole without assigning any reason thereof.
- e. Any approach/canvassing etc. official or otherwise by the tenderer or his/their representative/agent to influence the consideration of their tender shall render the tender liable to summary rejection.
- f. The Corporation reserves the right to reject all or any of the tenders without assigning any reason.
- g. In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the SBD of such bidders shall be summarily rejected.
- h. In order to avoid delay caused by postal correspondence after submission of SBD and to expedite the process of technical/commercial clarifications, the Corporation may require the successful tenderer to depute his/their authorized representative along with necessary documents to the Office of the Managing Director JKPCC Ltd., Panama Chowk, Jammu for sorting out the connected matters thus enabling speedy issue of formal award of contract. The representative thus deputed shall have to be competent enough to hold technical and commercial negotiations and convey the decision/acceptance on behalf of the tenderer.

32. NOTICE TO SUPPLIER:-

Any notice to be given to the contractor may be sent by mail or fax to his address given in the SBD or delivered by hand post to his duly authorized local representative. Such delivery /posting shall be deemed as good as service for such notice.

33. PRICE FALL CLAUSE

The tenderer(s) should bear in mind that if it comes to the notice of JKPCC Ltd., that they have within the currency of the Contract offered a lower rate to any other Party within the territorial Limits of J&K State, Price Fall Clause shall be applied and proceeding will be started for affecting recovery of the difference for the whole lot out of the outstanding payments including payments already made to the Firm by the Corporation / another Department in J&K State and recourse to other remedies under Law in force. The Contractor shall furnish following certificate to the paying authority along with each bill

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for supplies made against the supply Order.

" I/We certify that there has been no reduction in Duties / Taxes of the Stores identical to stores supplied to the Government under the Contract herein and such Stores have not been offered/sold by me/us to any person/Organisation including the Purchaser within the jurisdiction of the J&K at a price lower than the price charged under the Contract within currency period of the Contract".

If at any point of time, any tenderer (s) enters into a Rate Contract or is already on the Rate Contract with DGS&D at lower rates than those awarded by the Corporation. Payment shall be made as per DGS&D rates and no plea on this account shall be entertained, the excess payment already made if any shall be recovered from Earnest Money Deposit / Security Deposit/ future payments or any other means available with the Corporation.

34. FORCE MAJURE CLAUSE

In case the delay in supply is due to any act of God or any other cause like lockouts or any major cause due to which the manufacturing Unit will stop producing Cement then the firm / supplier can be given extension or alternate arrangements can be made by the Corporation after receipt of such application from the firm on whom the order is placed.

No. Ad/1/1003
Dt. 07/02/2019


Accounts Officer,
JKPCC Ltd.,
Jammu
For Managing Director,
JKPCC Ltd., Jammu

TERMS & CONDITIONS
ACCEPTED IN FULL
Seal & Signature of the tenderer