



**OFFICE OF THE DEPUTY GENERAL MANAGER
ELECTRIC UNIT
JKPCC LTD. SRINAGAR**

Haft-Chinar, (Behind Shergari Police Station)
Srinagar Kashmir, 190009.

Phone: 0194, 2312050. 2436036. Ext, 142.

Fax: - 0194, 2312050.

Date: 15-03-2011

No:-DGM/E/ 769-86

TENDER NOTICE NO 07 of 2011

For and on behalf of Managing Director J&KPCC Ltd sealed tenders affixed with revenue stamps worth Rs.5.00(Rupees five only)are invited from original manufacturers, reputed experienced firms or their authorized dealers, well versed with for **providing and installation of video conferencing system, at Govt. Dental College, Srinagar.**

Tenders shall be in two cover system and shall contain as under

Cover-I (Technical Bid)shall contain.

- (I) Earnest money in the shape of CDR/FDR pledged to Financial Controller JKPCC Ltd, for an amount of Rs.1.50 Lacs (One Lac fifty thousand only).
- (II) Documentary proof authenticated by an Officer not below the rank of Executive Engineer of having successfully executed two works of similar nature worth not less Rs.20.00 Lacs each or a single work of not less than Rs.30.00 Lacs during last five years.

Cover-II (Price Bid)

- (I) The prices quoted for each item shall be both in words as well as in figures. Details of the tender along with terms and conditions can be obtained from office of the undersigned or from office of Managing Director JKPCC Ltd, Rail Head Complex Panama Chowk, Jammu from **15-03-2011 to 20-04-2011 upto 4.00 PM against cash payment of Rs.1500/=** (Rupees one thousand five hundred only) non refundable.

Tender complete in all form should be addressed to the **Managing Director JKPCC Ltd Srinagar Haft-Chinar, behind Police Station, and should reach his office through Speed/Registered post only, on or before 09-05-2011 up to 3PM.**

Technical bid shall be opened on the same day or any other day convenient to the Tender opening authority, in presence of tenderers or their representatives who may wish to be present.

Sd/-

Deputy General Manager,

Electric Unit JKPCC Ltd,
Srinagar.

Copy to the:-

1. Managing Director J&KPCC Ltd, Jammu for information.
2. Principal Govt. Dental College Srinagar for information. This is in reference to his endorsement NO:GDC/Plan/2009/4695-98 Dated:-21-11-2009.
3. Financial Controller JKPCC Ltd, Jammu for information.
4. General Manager JKPCC Ltd, Srinagar for information.
5. Deputy Director Information Kashmir for information along with 4 copies of above **tender notice with the request to publish the same in two leading English dailies and one national English daily news paper.**
6. Technical Officer to Managing Director J&KPCC Ltd, Jammu. This is w.r.t. your No: PS/MD/10690 Dated:10-02-2011.
7. Deputy General Manager Electric Unit J&KPCC Ltd, Jammu.
8. All Deputy General Managers J&KPCC Ltd, _____
9. All Managers of J&KPCC Ltd, Srinagar Electric Unit.
10. Notice Board.

INFORMATION FORMAT

Name of the project:- 1. Govt Dental College Srinagar Auditorium providing & Installation of video.

Conferencing system at Govt Dental College Srinagar.

Amount of Earnest Money Rs.1, 50,000.00

Drawn at: _____

Name of the Firm/tenderer _____

Full Address: _____

Correspondence Address: _____

Registration NO: _____

Mobile/Phone NO: _____

Fax NO: _____

E-Mail Address: _____

G. R. NO & Date: _____

CDR NO & Date: _____

Pledged to:- **Financial Controller,JKPCC Ltd,Srinagar.**

Signature of Tenderer/Firm.

TERMS AND CONDITIONS

NIT NO: DGM / _____ Dated: _____

1. The Tender should be accompanied with security deposit Rs 1,50,000.00 (Rupees One lac Fifty thousand only) in the shape of CDR / FDR pledged to Financial Controller J&KPCC Ltd.
2. Tenders should reach in the office of the **Managing Director JKPCC Ltd Srinagar Haft Chinar behind Police Station on or before _____ upto 3 PM by speed / registered post only.**
3. Tender received by hand / by courier shall not be accepted.
4. Nothing extra shall be paid over and above on quoted rates.
5. Measurements shall be taken in finished form as per the method of measurements laid down in NBO specification book.
6. The conditional tender shall not be entertained and shall be rejected out – rightly.
7. JKPCC Ltd is at the liberty to accepted or reject any tender without assigning any reasons thereof.
8. The successful tenderer shall have to draw an agreement with the allotting authority within seven days from the date of issue of allotment.
9. Substandard or defective type of material shall be disposed off from the site of work by the Corporation at the risk and cost of the tenderer / firm , if the same is not lifted back by the tenderer / firm within three days .
10. The work is to be completed within eight weeks from the date of issuance of allotment / letter of intent. The successful firm shall have to follow the instruction of manager / concern site incharge at the time of installation of the equipment / execution of the work.
11. Taxes admissible under rules shall be deducted from bills of the contractor.
12. In case of any delay for releasing due payment (beyond the control of allotment authority) shall have no claim for payment of any interest on work done.
13. In case of any dispute arising there in between the successful tenderer / firm and the corporation, decision of the Managing Director JKPCC Ltd shall be binding upon both parties.
14. The Corporation shall not be responsible for any loss theft or damage till the material is properly taken over by the Project authority.
15. Subletting of the work by the successful tenderer / firm in form of any proxy is strictly prohibited.
16. the tender / firm shall write his full address, name, name of firm on the envelop carrying tender documents.
17. Any typographical error shall be read with the approved specification, drawings, design and as per the estimate.

18. The work is to be carried out strictly as per the approved drawings, design and specifications.
19. Telegraphic tender of such tenderers who have not purchased the tender document shall not be entertained.
20. The tender opening authority shall not be bound to accept the lowest or any other tender and reserve the right of accepting or rejecting the whole or any portion of the tender / firm as may deem fit without assigning any reasons thereof.
21. The tenderer / firm has to make his own arrangement on account of electricity , water supply, accommodation, store etc at work of site nothing extra shall be paid on this account.
22. The payment shall be made only after the material is fixed at site.
23. **Every page of the tender shall be dully signed by the tenderer.**
24. The work is identified as important work to be executed with accelerated pace under “Double Shift” as such the contractor is required to demonstrate satisfactory progress of the work , in case JKPCC Ltd is not satisfied with the progress of the contractor/ firm , his agreement will be terminated.
25. The Skilled / Unskilled labors engaged by the contractor / firm for the purpose shall have to be properly insured. Any deviation on this part of the successful tenderer shall be treated as his personal responsibility or labor for payment of any compensation on account of such accident shall not be entertained by this Corporation.
26. All other terms and conditions or as in vogue in JKPCC Ltd shall remain same and is binding upon the successful tenderer.
27. Any item if not included in this NIT but which is necessary for successful functioning of the equipment may also be quoted.
28. If any item required at the time of commissioning but or not included in tender, shall be paid on LMR basis, keeping in view the urgency at site dully authenticated the Engineer incharge.

Sd/-

**Deputy General Manager,
Electric Unit JKPCC Ltd,
Srinagar.**

APPENDIX-A

General Condition of Contract

1. Definition:

In construing this contract as defined in 1(f) below the following words shall have the meaning herein assigned to them except where the subject, contract otherwise requires:

- a) Employer/Owner : Shall mean Managing Director JKPCC Ltd Including his/their representative/s successor/s.
- b) Engineer In Charge: Shall mean Dy. General Manager/ Manager (Electric) include his/their representative/s assign /s successor/s.
- c) Contractor : The agency to whom this job is allotted include his/their legal representative/s assign/s successor/s.
- d) Site : Shall mean the site of the contract works.
- e) This Contract : Shall mean invitation to tenders and general instructions to contractor's letter of acceptance of tender. Articles of agreement and conditions of contract the appendix system. Specifications and the schedule of quantities attached hereto and duly signed.

Words importing persons include firm and corporations. Works importing the singular only also include the plural and vice-versa where the contract requires.

2. Scope of Contract :

The contract shall carry out and complete the said work in every respect in accordance with this contract and under the direction of and to the satisfaction of the engineers in charge. The engineers in charge may in his discretion and from time to time issue written instructions, details direction and explanations which are hereunder collectively referred as engineers incharge instruction in regard to:-

- a) The variations or modification of the quality or quantity of work or omission or substitution of any work.
- b) Any discrepancy between the schedule of quantities and or specifications.
- c) The removal and or re execution of any works executed by the contractor.
- d) The amending and marking good of any defects under clause 18. The contractor shall forth with comply with and duly execute any work comprised in such. Engineers incharge instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Engineers incharge shall if involving a variation be confirmed in writing by the contractor within 14 days. And if not dissented from in writing within a further 7 days by the engineers incharge, such shall be deemed to be the engineers incharge instructions within scope of the contract.

3. Details Confidential :

The contract and everything contained therein there shall be treated as strictly confidential. In particular, the contractor shall not publish any information, or photographs concerning the work and shall not use the site for the purpose of advertising except with the written consent of the engineer-in –charge.

4. Contract to Provide Everything Necessary:

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the schedule of quantities and specification taken together whether the same or may not be particularly shown or described therein provided that the same can be reasonable inferred there from.

5. Contractor's Supervision on the Works:

The contractor shall give all necessary personal superintendence during the execution of the works, and as long there after as the engineers in-charge may consider necessary until expiration of the " Guarantee Period" stated in the appendix A hereto.

6. Access of Engineers Incharge to Work:

The engineers in charge / employer and their representative shall at all reasonable time have free access to the works. The contractor shall give every facility to the engineers in charge / employer and their of the material and workmanship.

7. Certificate of Virtual Completion :

The works shall not be considered as completed until the engineer in charge has certified in writing that the works have been Virtually Completed and the guarantee period shall commence from the date of such certificate. Such certificate shall not be issued until all prescribed tests are carried out to the entire satisfaction of the engineers in charge of his representative.

8. Date of Commencement and Completion:

The date of allotment shall be the date of commencement as stated in the appendix and the contractor shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the date of completion stated in appendix subject nevertheless to the provision for extension of time herein after contained.

9. Damage for Non completion:

If the contractor fails to complete the works by the date stated in the appendix or within any extended time under clause 11 thereof and the Engineers In-Charge certifies in writing that in his opinion the same ought reasonably so to have been completed, the contractor shall pay or allow to the employer the sum named in the appendix as liquidation damages for the period during which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

10. Force Majeure:-

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of good, or of the negligence enemy, restraints of a sovereign state, firm, floods, unusually serve weather and act of the employer.

11. Delay and Extension of Time:-

In the opinion of the Engineers In-Charge the works be delayed:

- a) By force Majeure.
- b) By reason of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
- c) In consequence of the contractor for not having received in due time necessary instructions from the Engineers In-Charge for which he shall specified applied in writing.

- d) By reason of Engineers In Charge instructions as per clause 2, the Engineers In-Charge shall make a fair and reasonable extension of time for completion of the contract works.

In case the physical progress of the work is delayed as compared to the time schedule referred to above due to reasons which are beyond the control of the contractor, or due to force majeure conditions, or due to delays owing to other agencies, strike or lock-out, the contractor shall apply in writing for extension of the time for completion of the work, stating clearly the reasons for the delay, period of delay and the extension of time desired. The owner on satisfying himself that the reasons for delay are really beyond the control of the contractor, may grant extension of time for the completion of work. No payment or compensation shall be made to the contractor in the event of the owner is not in a position to allow the contractor to do the work on specific days and time due to what so ever reason. Such delays is only for the consideration of extension of time. On no account any compensation shall be made to the contractor or extension of time due to delay made by the owner. However the liquidation damages from the contractor can be recovered on account of delay from his side for completion.

12. Prices:-

The prices to be quoted by the intending tenderer shall include the supply and installation of all equipments at site, ancillary material and other items whatsoever required for carrying out the job to fulfill the intent and purpose as laid down in the specification whether specifically mentioned or not. The prices/rates quoted shall be inclusive of all taxes, duties, packing forwarding, freight, transit insurance and all other levies, as applicable by the Central as well as State Govt (Except WCT as applicable in the J&K State Govt on Work contract) for the completion of the work. The WCT works contract Tax) / Service Tax applicable in the J&K State Govt is not to be included in the quoted prices as the J&K Project Construction Corporation Ltd is the Main Contractor and the tenderer being the sub contractor shall not be liable to the WCT/Service Tax in the present case as per the Commissioner Commercial Taxes Department, J&K Govt vide clarification No.08 of 2006 dt:14-08-2006. The successful tenderer/contractor on completion of the contract/work shall be issued a certificate on prescribed format from the main contractor J&KPCC Ltd. Jammu/Srinagar (to be issued by the competent Authority) for the purpose of proof payment of such tax. Failure to include all the taxes and duties will not entitle the contractor to any extra claims from the employer. The contractor's rates shall remain firm and fixed during the currency of the contract.

13. Maintenance Manuals etc:-

Prior to the completion of the work, the contractor shall furnish to the employer (3) three sets of a comprehensive manual, describing all components, furnish a list of spare parts and settings forth in details the instructions for the operation and maintenance of the equipment. The contractor shall also fix in the plant room, neatly typed and framed instructions in details, for the starting and running of the equipments. Any special tools required for the operation or the maintenance of the unit set shall be supplied free with the equipments.

14. Testing And handing Over:-

On the completion of the installation the contractor shall arrange to carry out various initial tests, in the presence of and to the complete satisfaction of the Engineers in-charge or his representative. Any defects or shortcomings found during the tests shall be speedily rectified or made good by the contractors at his own expense.

In case of test readings are not satisfactory, contractor's shall carry out all modification required to bring the unit up to the level of acceptability within a period, not exceeding 15 days from the date of test reading are rejected and failure to do so, will entitle the clients to forfeit the security deposit.

15. Copies of Bill:

Contractor shall submit all bills and vouchers in duplicate.

16. Defects Liability.

All equipment and the entire installation shall be guaranteed against defective material and workmanship for a period of 12 months reckoned one month after the successful commissioning. This however, shall not impair the validity of any action according to any laws enforced for any non performance of any work under this contract. If the part of the work is found unsound or defective during the defect liability period, the contractor shall repair and make good the same, within a reasonable time, at his own risk responsibility and cost. Any delay in such repairing and making good by the contractor, shall entitle the employer to do it at the contractor entire risk cost and responsibility.

17. Time of completion:

The work shall be completed within four weeks from the date of award of contract / issue of letter of intent.

18. Rejection of Defective Plant:

- a) If on test any portion of the complete system is found to be defective or not fulfilling the intent or the meaning of the specification, the same shall be replaced or repaired to the entire satisfaction of the Engineers in-charge.
- b) In a case the contractor fails to remove the defects, within a period considered reasonable by the engineers in charge, the employer reserves the right to take necessary remedial measures through other agencies and all expenses thus incurred would be recovered from the contractor.

19. Variation:

The JKPCC shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any reason it shall, in his opinion be desirable, he shall have power to order the contractor to do.

20. Contract Specification:

Before execution of contract the contractor shall check all specification and shall within five days report any errors, discrepancies or omissions discovered therein to engineer-in-charge and obtain appropriate clarifications on the same. Any adjustment made by the contractor without prior approval of JKPCC shall be at his own risk and cost.

21. Liquidated Damages:

The contractor if so likes may visit the site at his own part in order to ensure completeness of all components to be included in this tender.

- (i) 1 % (one percent) of contract value for every week of delay after the schedule date of completion of work.
- (ii) Total amount of recovery shall be maximum 10% (ten percent) of contract value.

22. Specification:

The specification laid down minimum standards of equipment and Workmanship. Should the tenderer wish to depart from the provision of the specifications, either on account of manufacturing practice or for any other reasons, he should clearly draw attention in his tender to the proposed points of departures and submit each complete information and

specifications, as will enable the relative merit of the deviations to be fully approached. In the absence of any deviations, it will be deemed that the tenderer is fully satisfied with the intent of the specification and their compliance with the statutory provision and local codes. Tenderer not submitting data in full, will do so at the risk of their tenders being valued with such information as may be available with the JKPCC.

23. Maintenance of the Plant and Training of Personal:

The contractor shall also train the employer's personal, to operate the plant and carry out routine checks, during the period of installation and testing. If found necessary, the contractor shall train personal at his works at no extra cost to the employer.

24. Completeness of the Equipments:

The contractor shall provide all required materials, equipments, ancillary items, etc. to install a complete and satisfactory Video Conferencing system capable of fulfilling the intent and purpose of the contract, whether or not each and every item is mentioned in the specifications. Any shortcoming notices at stage shall be made good at no extra cost.

25. Guarantee:

- a) The contractor shall guarantee that the material, and components supplied, fabricated, designed and installed by him on Video Conferencing shall be free from defects due to faulty design material and/or workmanship, that the unit shall perform satisfactorily and the efficiency of the and all the components shall not be less than the values laid down in the specifications and the capacities, shall be at least equal to those specified.
- b) The period of the guarantee shall be (12) twelve months reckoned one month after the Video Conferencing is successfully commissioned during which period of any or all components found to be defective shall be replaced or repaired free of charge and any short coming found in the system as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee.
- c) If the defects are not removed within a reasonable time, the employer may arrange to do so at the contractor's risk and cost, without prejudice to any other rights.

Sd/-
Deputy General Manager,
Electric Unit J&KPCC Ltd,
Srinagar.