



Standard Bidding Document

Name of Work	Supply of fast moving spares, repairs, replacement and installation of spares in phase-1 for the machinery deployed at bridge works Mandi Poonch.
District	Jammu
Unit	Mechanical Unit Jammu
Time of Completion	Two weeks



J&K PROJECTS CONSTRUCTION CORPORATION LTD.

(A J&K State Govt. Undertaking)

OFFICE OF DEPUTY GENERAL MANAGER, MCHANICAL UNIT, JAMMU

Short term E-NIT No: MECH/J/10 of 2018-19

Dated: 22-05-2018

On behalf of Managing Director, Jammu & Kashmir Projects Construction Corporation Ltd., the Deputy General Manager, Mechanical Unit JKPCCLtd., Jammu invites short term e-tender from Principal Manufacturers or their authorized dealers /eligible contractors for execution of below mentioned job:

Name of Work	Estimated cost	Earnest Money	Cost of bid Documents	Period of Completion
Supply of fast moving spares, repairs, replacement and installation of spares in phase-1 for the machinery deployed at bridge works Mandi Poonch.	6.00 lacs	0.12 lacs	200/-	2 weeks

Scope of work:

Supply of fast moving spares, repairs, replacement and installation of spares in phase-1 for the machinery deployed at bridge works Mandi Poonch.

GENERAL CONDITIONS:-

A. INSTRUCTIONS TO TENDERERS:-

1. The NIT Consisting of qualifying information, eligibility criteria, specifications, Bill of Quantities can be seen/downloaded from the departmental website **www.jktenders.gov.in** from **Dt: 22-05-2018 from 1600 Hrs to Dt: 30-05-2018 upto 1800 Hrs**
2. The Bids shall be deposited in electronic format on the departmental website **www.jktenders.gov.in Dt: 22-05-2018 from 1600 Hrs to Dt: 30-05-2018 upto 1800 Hrs**
3. The complete bidding process will be **online**.

4. The original instruments in respect of cost of bid documents, EMD must be delivered to the **Dy. General Manager, Mech Unit JKPCC Ltd., Rail Head Complex, Jammu** on or before **30-05-2018 up to 1600 Hrs.**
If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received on the next working day at the same time and venue.
5. The Technical bids shall be opened online on **01-06-2018 at 100 Hrs** in the Office chambers of **Dy. General Manager, Mech Unit JKPCC Ltd., Rail Head Complex, Jammu.**
In case of holidays/Office happens to be closed on the date of opening of the bids, bids will be opened on the next working day at the same time and venue.
6. Financial bids of bidders shall be opened online in the office of **Dy. General Manager, Mech Unit JKPCC Ltd., Rail Head Complex, Jammu** and shall be communicated separately.
7. The bids for the work shall remain **valid for a period of 90 days from the date of opening of bids.**
8. Bids must be accompanied by bid security as specified payable at Jammu pledged in favour of **Dy. General Manager, Mech Unit JKPCC Ltd., Rail Head Complex, Jammu** and **cost of documents as specified payable at Jammu payable to Dy. General Manager Mechanical Unit, JKPCC Ltd., Jammu.** Bid security shall be in the form of FDR only and shall have to be valid for 6 months or more after last date of receipt of Bid. The cost of downloaded tender documents in form of DD shall be in separate envelop with cover marking - **Cost of document.**
9. A bidder shall not be permitted to bid for works in the jurisdiction of officer responsible for award and execution of contract in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted as unit Accountant or as an officer in any capacity between the grades of General Manager and Manager (both inclusive)
10. No engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of the State Government is allowed to work as a supplier for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the supplier or any of his employees is found any time to be such a person who had not obtained the permission of the government as aforesaid before submission of the tender or engagement in the contractor's service.
11. Other details can be seen in the bidding documents.
12. Any other information regarding e-tendering process can be had from the Office Deputy General Manager, JKPCC Ltd., Mechanical Unit, Jammu

To qualify for award of the contract, each bidder should have:

1. Manufacturers or their authorized registered firm should have valid PAN No and GST No. (Copy of the same shall be submitted in Technical Bids online as well as hard copies to be submitted in the office).
2. Undertaking that the bid shall remain valid for the period of 90 days from the date of opening of bids.
3. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief with duly attested by notary.

C. INSTRUCTION TO BIDDERS REGARDING E-TENDERING PROCESS

- a) The interested bidder can download the bid from the website <http://jktenders.gov.in>. 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 card as per information technology Act- 2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital signature certificate card from any approved vendors. The bidders who already possess valid digital signature certificates card, need not to procure new digital signature certificate card.
- 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.**
- 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.
- f) The department will not be responsible for delay in online submission due to any reasons.
- g) All required information for bid must be filled and submitted online. The bidder should recheck his online document before submission on line otherwise damaged/ corrupt document shall not be considered in any case.
- h) The original instruments in respect of cost of bid documents & EMD must be submitted to Tender Inviting Authority by Registered post/ Courier as per time schedule specified otherwise bid shall be treated non responsive out rightly.
- i) The details of hard copies of original instruments in respect of cost of bid Documents & EMD specified in the tender documents should be the same as submitted online otherwise tender will summarily be rejected.
- j) Bidders are advised to use My Documents area in their user on e-tendering portal to store important documents which are used in all tenders like VAT Certificate, sales Tax clearance Certificate etc and attach these certificates as Non Statutory Documents while submitting their bids.
- k) Bidders are advised not to make any change in BOQ (Bill of Quantities) contents/ specifications or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes and it should be saved with the same with the same name as it contains.
- l) Bidders are advised to scan their documents at 100 DPI (Dots per inch) resolutions with Black and white, JPEG scan properly. Convert scanned images to PDF.
- m) The guidelines for bidders to submit bid online can be downloaded from website <http://jktenders.gov.in> (**Download option**).

Deputy General Manager
Mechanical Unit JKPCCLtd.,
Jammu

General Conditions of Contract

1. Scope of Contract :

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

- a) The variation or modification of the quality or quantity of works/ supplies 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 making good of any defects under clause 18. The contractor shall forthwith comply with and duly execute any work / supplies comprised in such Engineer in-charge instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works/ supplies by the Engineer In charge 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 Engineer in-charge, such shall be deemed to be the Engineer In-charge instructions within the scope of the contract.

2. Time of completion :-

The time of completion of the job will be **within** two weeks from the date of completion of pump room and fire tank at site.

3. Damage for Non Completion :

If the contractor fails to complete the works/ supplies by the date stated in the appendix or within any extended time under clause 6 thereof and the Engineer 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 'liquidated damages' for the period during which the said works/ supplies shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

4. Force Majeure :

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

5. **Delay and Extension of Time :**

In the opinion of the Engineer In-charge the works/ supplies be delayed:

- a) By force majeure.
- b) By reasons 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 Engineer In-charge for which he shall have specifically applied in writing.
- d) By reasons 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/ supplies.

In case the physical progress of the work/ supplies 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/ supplies, 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/ supplies. 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 whatsoever reason. Such delays are only for the consideration of extension of time. On no account any compensation shall be made to the contractor for extension of time due to delay made by the owner. However the liquidated damages from the contractor can be recovered on account of delay from his side for completion.

6 **Prices :**

The prices to be quoted by the intending tenderer shall include the supply and installation of all equipment 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 specifications whether specifically mentioned or not. The prices/rates quoted shall be inclusive of all taxes, duties, packing, forwarding, freight, transit insurance and all other levies as applicable by the Central as well as State Government for the completion of the work. The contractor's rates shall remain firm and fixed during the currency of the contract

7.

In case if test readings are not satisfactory, contractor shall carry out all modifications required to bring the unit up to the level of acceptability within a period, not exceeding 10 days from the date test readings are rejected and failure to do so, will entitle the clients to forfeit the Security Deposit.

8. **Copies of bill**

Contractor shall submit all bills and vouchers in Duplicate

9. **Defects liability**

Any delay in such repairing and making good by the contractor, shall entitle the Employer to do it at the contractors entire risk, cost and responsibility.

10. **Variation**

The J.K.P.C.C. shall be entitled to make any variation of the quality or quantity of the works/ supplies or any part thereof (subject to a maximum of 10% of the contract amount), 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.

11. **Contract Specification**

Before execution of contract, the contractor shall check all specification and shall within ten 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.

12. **Liquidated damages**

i) 0.25% (zero point two five percent) of contract value for every week of delay after the schedule date of completion of work for the incomplete/balance quantity and value of the work in the contract.

(ii) Total Amount of Recovery shall be maximum 5 % (Five percent) of contract value.

13. **Specifications**

The Specifications lay 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 merits 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 intents of the Specifications and their compliance with the statutory provisions and local codes.

Tenderers not submitting equipment data in full, will do so at the risk of their tenders being valuated with such information as may be available with the J.K.P.C.C.

14. **Guarantee :**

a) The contractor shall guarantee of minimum 3months that all the material, and components supplied, fabricated, designed and installed by him, shall be free from defects due to faulty design material and/or workmanship, that the unit shall perform satisfactorily and the efficiency of 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.

c) If the defects are not removed with in a reasonable time, the employer may arrange to do so at the contractor's risk and cost, without prejudice to any other rights.

15. **Terms of payment :**

100% payment shall be made after successful completion of complete contract work as per allotment.

16. **Bank Guarantee :**

The firm shall execute bank guarantee of any scheduled bank in favour of Dy. General Manager Mechanical Unit JKPCCLtd. Jammu amounting to 5% of the value of the contract after the issue of the Allotment order and will be released after warranty period is over.

17. **Arbitration :**

In case of any dispute arising at any time between the Contractor and the Corporation, the same shall be referred to the General Manager, JKPCCLtd., who may give decision on such a dispute himself or request the Government to nominate any other officer of the Government for arbitration. Decision of the General Manager or the officer nominated by the Government shall be final and binding on both the parties.

18. **Agreement :**

19. **The firm shall execute an agreement with the corporation within 15 days from the date of allotment of work.**

20. **Insurance**

The successful contractor shall take out contractor all risk (AR) insurance policy in the name of the contractor and the original policy shall be deposited with the Department.

21. **Earnest Money**

- a) The bidder shall furnish, as part of the Bid, earnest Money of Rs. 0.12 lacs
- b) **The earnest money shall, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of Dy. General Manager, Mech. Unit JKPCCLtd. Jammu. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Or after the submission of performance security whichever is later.**
- c) Any bid not accompanied by an Earnest Money, **Pledged in favour of Dy. General Manager, Mech. Unit JKPCCLtd. Jammu** shall be rejected by the Employer as non-responsive.
- d) The earnest money of unsuccessful bidders shall be returned within 30 days of the end of the Bid validity period.
- e) The earnest Money of the successful Bidder will be released when the Bidder has signed the Agreement and furnished the required performance security.

22. **The earnest money may be forfeited:**

- a) If the bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity :
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to :
 - i) Sign the Agreement; and / or
 - ii) Furnish the required performance security

23. **Preparation of Bids**

- a) Language of Bid is English
- b) All documents relating to the Bid shall be in the language specified

24. **Documents Comprising the Bid**

The bid submitted by the Bidder shall be in two separate parts:

Part I

This shall be named technical Bid and shall comprise parts:

- i. Earnest Money in a separate cover marked Earnest Money.
- ii. Cost of document in a separate cover marked Cost of Document.
- iii. Qualification information, supporting documents, affidavit and undertaking .
- iv. Undertaking that the bid shall remain valid for the period of 90 days from the date of opening of bids.
- v. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II

It shall be named Financial Bid and shall be submitted on line

25. SUBMISSION OF BIDS

. Deadline for submission of Bids

The submission of bids shall be online only. However the contractor shall submit the hard copy of Technical Bid only, along-with the original EMD and cost of tender document to the tender opening authority i.e. Dy. General Manager, Mech. Unit J&KPCC Ltd., Rail Head Complex, Jammu not later than **30-05-2018 upto 1400 Hrs.** In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day. This shall be in addition to the bid submitted online, which is mandatory.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

26. Late Bids

Any Bid received by the Employer after the deadline prescribed will be returned unopened to the Bidder.

27. Fundamental breach of contract will include:-

- a) Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.
- b) Contractor is declared bankrupt.
- c) Any evidence of involvement of contractor in corrupt practices.
- d) Contractor delays the completion of work beyond stipulated time of completion.
- e) Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulter contractor.
- f) If In case contractor failed to start /complete the work, within the stipulated time period, his CDR/Earnest Money shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in JKPCC Department at least for one year.

28. MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

Compliance with Labour Regulation Laws of J&K State.

29. Specification/Quality Control

All items of works shall conform to specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.

30. Insurance

Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.

31. Laws Governing the Contract

The contract shall be governed by Laws of the land.

32. Court's Jurisdiction

In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State

33. All other terms and conditions are as same as are in vogue in JKPCC Ltd.

(Er. K.K.Padotra)
Deputy General Manager
Mechanical Unit JKPCC Ltd.,
Jammu

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

All the spares/ material should be of heavy duty along with ISI marks