

Government of Jammu & Kashmir
Mechanical Engineering Department

Jammu
STANDARD BID DOCUMENT

1.	Name of Work	Supply, Testing and Commissioning of 03 no. Backhoe Loaders (Excavators) 4WD one no. each for Mechanical Division Khellani (Doda), Mechanical Division Rajouri and Jammu Development Authority (JDA).
2.	e-NIT No. Date	CE/MEDJ/TECH/2016-17/06 dated:- 13-02-2017 Due on:- 06-03-2017.
3.	Cost of Tender Document	Rupees Two thousand only.
4.	Tender receiving / opening authority	Chief Engineer, Mechanical Engineering Department, Bikram Chowk, Jammu.
5.	Earnest money	Rs. 1.50 Lacs (Rupees One Lacs fifty thousand only) in shape of CDR/FDR of any nationalized / scheduled bank pledged in favour of Accounts Officer, Mechanical Engineering Department, Bikram Chowk, Jammu valid for a period of 12 month from the date of opening of tenders.

(Er. Yog Raj Abrol)
Chief Engineer,
Mechanical Engineering Department,
Jammu.

Government of Jammu & Kashmir
Senior Mechanical Engineering Department
Jammu

e-NIT No. CE/MEDJ/TECH/2016-17/06

Dated: 13-02-2017

Name of Work: Supply, Testing and Commissioning of 03 no. Backhoe Loaders (Excavators) 4WD one no. each for Mechanical Division Khellani (Doda), Mechanical Division Rajouri and Jammu Development Authority (JDA).

CRITICAL DATES

1	Download/Sale Date Starts On	13-02-2017
2	Download/Sale Date Ends On	06-03-2017
3	Date of Pre Bid Meeting	20-02-2017
4	Date of Submission of E-Tender Starts On	21-02-2017
5	Date of Submission of E-Tender Ends On	06-03-2017
6	Date of Opening of Tender Online	07-03-2017
7	Last Date of Receipt of Hard Copy of Bid	06-03-2017 upto 4.00 pm

(Er. Yog Raj Abrol)
Chief Engineer,
Mechanical Engineering Department,
Jammu.

NOTICE INVITING E-TENDER

e-NIT:- CE/MEDJ/TECH/2016-17/06

Dated : 13-02-2017

On behalf of the Governor, Government of Jammu & Kashmir, e-bids are invited from OEM firms, their Authorized Dealers for the work mentioned below:-

S. No.	Description of work.	Qty.	Earnest Money Deposit	Estimated Cost	Cost of tender document	Time of completion/ Delivery	Eligibility Criteria of Bidder
1.	Supply, Testing and Commissioning of 03 no. Backhoe Loaders (Excavators) 4WD one no. each for Mechanical Division Khellani (Doda), Mechanical Division Rajouri and Jammu Development Authority (JDA).	03 no.	Rs 1.50 Lacs	Rs. 75.00 lacs	2000/-	30 Days or upto 31-03-2017 which ever is earlier from the date of issue of letter of intent / supply order .	OEM or their authorised dealers, having sufficient experience.

- The NIT consisting of qualifying information, eligibility criteria, specifications, terms & conditions, Bill of Quantities can be seen/downloaded from the J&K Govt. website www.jktenders.gov.in and departmental website www.mechjmu.co.in.
- The pre-bid meeting will be held in the office chamber of Chief Engineer, Mechanical Engineering Department, Bikram Chowk, Jammu on 20-02-2017 at 01.00 pm.
- The Bids shall be deposited in electronic format on the J&K Govt. website www.jktenders.gov.in.
- The original documents in respect of cost of Bid Document & EMD & other documents (catalogues/brochures etc) must be delivered in the office of Chief Engineer , Mechanical Engineering Department, Bikram Chowk, Jammu after which only the financial bid will be opened.
- The complete bidding process will be online.
- The Technical bids shall be opened online in the Office of Chief Engineer, Mechanical Engineering Department, Bikram Chowk, 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.
- The Financial bids of qualifying participants / tenderers shall be opened online in the Office of Chief Engineer, Mechanical Engineering Department, Bikram Chowk, Jammu.
- Bids must be accompanied with cost of tender document in shape of demand draft in favour of Account Officer, Mechanical Engineering Department, Jammu and Earnest money /Bid security in shape of CDR/FDR of any nationalized/ scheduled bank pledged to Account Officer, Mechanical Engineering Department, Jammu

in valid for a period of 180 days from the date of opening of

ted, if:-

draws his bid/ tender during the period of bid validity or
makes any Modifications in the terms and conditions of the bid.

12. Instruction to bidders regarding e-tendering process:

- a) Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in and www.mechjmu.co.in to acquaint with bid submission process.
- b) To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendors.
- c) The bidders have to submit their bids online in electronic format with Digital Signature. No Financial bid will be accepted in physical form.

d) List of documents to be scanned and uploaded within the period of bid submission, must be in separate envelopes, i.e:

- i) **Cost of tender document in shape of demand draft in favour of Account Officer, Mechanical Engineering Department, Jammu payable at Jammu.**
- ii) **Earnest Money Deposit/Bid security in shape of CDR/FDR pledged to Account Officer, Mechanical Engineering Department, Jammu**
- iii) **Other documents comprising of copies of PAN card, latest income tax clearance certificate/return, Sales tax registration certificate, performance certificate from atleast one no. end user of same quoted machine.**
- iv) **Technical specifications as per Annexure "A".**

Note: The above documents are to be both uploaded on the website as well as to be sent to the Chief Engineer, Mechanical Engineering Department, Bikram Chowk, Jammu. before opening of financial bids.

- e) The bidders are advised to accept and sign each leaf of the tender document with stamp/seal.
- f) The original Demand Draft (cost of tender document), CDR/FDR (earnest money/bid security) and relevant documents to be submitted to the Chief Engineer, Mechanical Engineering Department, Bikram Chowk, Jammu by registered post/Courier /by hand before due date of submission of tender/opening of Technical bid as per time schedule specified.
- g) **Note: - Scan all the documents on 100 dpi with black and white option.**

13. The department will not be responsible for delay in online submission due to any reasons.

the Chief Engineer, Mechanical Engineering Department,
guidance for getting DSC or any other relevant details in

any change in BOQ (Bill of Quantities) contents. In no case
they should attempt to create similar BOQ manually. The BOQ downloaded should be used
for filling the rate inclusive of all taxes and it should be saved / uploaded with the same name
as it contains.

16. The rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes upto completion of the work unless otherwise, specified.
17. Bidders are advised to use "My Documents" area in their user on J&K Govt. E-Tendering portal i.e. www.jktenders.gov.in and www.mechjmu.co.in to store such documents as is required.
18. **Scheme of bidding process:** The bid submitted by the Bidder shall be in two separate parts. Each part shall be separately sealed and marked in accordance with Sealing and marking instructions.

A) 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 including Technical specifications as per Annexure "A", supporting documents.**
- iv) **Undertaking that the bid shall remain valid for the period of 180 days from the date of opening of financial bids.**

B) PART II: It shall be named Financial Bid and shall comprise of:

- i) **Item rates price offer as specified in subject matter—the financial bid (i.e. rates offered in the BOQ) shall be submitted & opened online only.**

19. **Terms and Conditions:**

- a) The detailed terms & conditions of the NIT are laid down in Annexure 6B of this tender document.
- b) The quantities mentioned in the BOQ are final
- c) **Bid Prices:**
 - i) The Contract for the work shall be as described in NIT.
 - ii) The Bidder shall quote for the mentioned job in bid form.
 - iii) The prices/rates quoted shall be inclusive of all taxes, duties, and all other levies as applicable by the Central as well as State Government including the Vat as applicable in the J & K State Govt. on work contracts for the completion of the work. The successful tenderer/ contractor, on completion of the contract/work, shall be issued a certificate on prescribed format from the **Mechanical Division Khellani (Doda), Mechanical Division Rajouri and Mechanical Division Jammu** for the purpose of proof of payment of such tax. Failure to include all other taxes and duties will not entitle the contractor to

Department. The contractor's rates shall remain firm and of the contract.

noted by the Bidder shall remain fixed for the duration of the subject to adjustment on any account.

d) **Bid Validity:**

- i) Bids shall remain valid for a period of 180 days from the date of opening of financial bid. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- ii) In exceptional circumstances, prior to expiry of the original time limit, the Department may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

e) **Preparation of Bids:**

- i) Language of Bid is English.
- ii) All documents relating to the Bid shall be in the language specified in the tender document.

f) **Format and Signing of Bid:**

- i) The Bidder shall submit one set of the bid comprising of the documents.
- ii) The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- iii) The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Departments, or as necessary to correct errors made by the Bidder. In that case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

g) **Submission of Bids:**

- i) **Deadline for submission of Bids: The submission of bids shall be online only.** However, the contractor shall submit the hard copy of Cover I of technical bid comprising of **original EMD and cost of tender document** along with other documents to the tender opening authority i.e. Chief Engineer, Mechanical Engineering Department, Bikram Chowk, Jammu. In the event of the specified date for the submission of bids being declared a holiday for the Department, the Bids will be received upto the specified time on the next working day. This shall be in addition to the bid submitted online, which is mandatory.
- ii) The Department may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Department and the bidders previously subject to the original deadline will then be subject to the new deadline.

h) **Consideration of bids: The bid submitted shall become invalid:**

- i) **If the bidder does not upload all the documents as stipulated in the bid document.**
- ii) **If the tenderer submits the hard copy of the BOQ.**

any is noticed between the documents as uploaded at
ission of bid and hard copies submitted physically
nder opening authority.
tract will include:

- i) Continuous stoppage of work for a period of 30 days without authorization of Engineer-in-charge.
- ii) Contractor is declared bankrupt.
- iii) Any evidence of involvement of contractor in corrupt practices.
- iv) Contractor delays the completion of work beyond stipulated time of completion.
- v) Pursuant to the process of termination of defaulted contract, the Department reserves the right to invite fresh tender for the balance work at the risk and cost of defaulter contractor.

27. **Major labour laws applicable to establishment engaged in building and other construction work:**

- i) Compliance with Labour Regulation Laws of J&K State.
- ii) Specification/Quality Control: All items of works shall conform to specifications as per latest IS specifications/ any other relevant prescribed specifications.
- iii) Insurance: Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
- iv) Laws Governing the Contract:-The contract shall be governed by Laws of the land.

(Er. Yog Raj Abrol)
Chief Engineer,
Mechanical Engineering Department,
Jammu.

No: CEM/J/Tech/5318-21

Dated : 13-02-2017

Copy to the:-

1. Superintending Engineer, Mechanical Engineering Department for information
- 2-4 Executive Engineer, Mechanical Divisions Jammu/ Khellani(Doda)/Rajouri for information.

Government of Jammu & Kashmir
Senior Mechanical Engineering Department
Jammu

e-NIT:- CE/MEDJ/TECH/2016-17/06

Dated : 13-02-2017

ANNEXURE "A"
TECHNICAL SPECIFICATIONS

Name of the work:- Supply, Testing and Commissioning of 03 no. Backhoe Loaders (Excavators) 4WD one no. each for Mechanical Division Khellani (Doda), Mechanical Division Rajouri and Jammu Development Authority (JDA).

BACKHOE LOADER (EXCAVATOR)

A. Acceptable MAKES	:-	JCB/Escorts/TATA/CASE/CAT
B. Loader Bucket Capacity	:-	1 Cum to 1.1 Cum
C. Backhoe (Excavator) Capacity	:-	0.26 Cum to 0.32 Cum
D. Engine Power	:-	Ranging from 86 HP to 92 HP
E. Drive	:-	4 WD (Four Wheel Drive)

Note:- The above specifications should match the technical specifications contained in the brochure of the OEM.

(Er. Yog Raj Abrol)
Chief Engineer
Mechanical Engineering Department
Jammu.

**Department of Jammu & Kashmir
Civil Engineering Department
Jammu**

e-NIT:- CE/MEDJ/TECH/2016-17/06

Dated : 13-02-2017

ANNEXURE "B"

TERMS AND CONDITIONS

Name of the work: Supply, Testing and Commissioning of 03 no. Backhoe Loaders (Excavators) 4WD one no. each for Mechanical Division Khellani (Doda), Mechanical Division Rajouri and Jammu Development Authority (JDA).

1. Definitions : In constructing the terms and conditions of this tender document or of the documents forming part thereof, unless the context otherwise requires, the following words and expressions shall have the meanings hereinafter assigned to them.

- i) "Department" shall mean the Chief Engineer, Mechanical Engineering Department, Jammu or his authorized representative.
 - ii) "Engineer-in-charge" shall mean Executive Engineer, Mechanical Division Jammu, Mechanical Division Khellani (Doda) and Mechanical Division Rajouri or his authorized representative.
 - iii) "Contractor" shall mean the tenderer whose tender has been accepted and who is authorized to enter into an agreement with the Department for execution and completion of the works tendered for by him.
 - iv) "Works" shall mean all works to be executed by the contractor in accordance with the specifications and scope of work as specified in the tender document.
 - v) "Site" shall mean "Mechanical Division Jammu , Mechanical Division Khellani (Doda) and Mechanical Division Rajouri."
 - vi) Notice in writing or written Notice shall mean a notice or a communication in writing, typed or printed, sent either under registered post, ordinary post or electronic form to the last known private or business address or delivered personally by hand to the contractor.
 - vii) Words incorporating the singular only also include the plural and vice versa.
 - viii) The Marginal Headings and notes shall not be deemed to be part of this contract or taken into consideration in the interpretation or construction of this contract.
2. **Rates:** The rates quoted shall be FOR site, which will include the cost of transportation of machines/equipment to the site, all handling at site and incidental expenses and all taxes i.e. entry tax, VAT, Service tax, etc. The department will not provide form 31 or form "C" to the contractor.
3. **Consignee:** Executive Engineer Mechanical Division Jammu , Mechanical Division Khellani (Doda) and Mechanical Division Rajouri.

with Department.

ation on any account shall be entertained in the quoted rates
orm & final and shall remain valid till the completion of the
contract.

- 6 **Tender Acceptance:** The acceptance / approval of the tender will rest with the Chief Engineer Engineer, Mechanical Engineering Department, Jammu 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(s). Conditional tenders shall be out rightly rejected. The Chief Engineer Engineer, Mechanical Engineering Department, Jammu also reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at the quoted rates.
- 7 **Income tax and Service tax:** Service tax and income tax as applicable under law shall be deducted from total value of the contract.
- 8 **Quality:** The decision of the Engineer-in-charge with regard to the quality of the machines/equipments and workmanship will be final and binding and the machines/equipments rejected by the Department shall be immediately replaced by the contractor.
- 9 **Completion Time: -** **The complete job shall be completed within 30 days or upto 31-03-2017 which ever is earlier from the date of issue of letter of intent / supply order .**
10. **Penalty:** In the event of contractors 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 govt. shall with or without prejudice any other remedy available to it under any law for the time being in force in the state:
 - 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 0.25% value of the contract per fortnight and not exceeding 5% value of the contract and /or.
 - e. Forfeiture of earnest money/security deposit.
- 11 **Contract Signing:** After acceptance of the contract the tenderer shall sign the necessary contract papers/agreement in non judicial stamp papers of Rs 100/-within one week of the intimation. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. The delay or failure to execute the agreement shall in no way affect the time of completion of work which will be reckoned from the date of placement of supply order/ work order/ letter of intent.

payment to the contractor shall be released as

be made after supply, testing and commissioning of machines/equipment at site and verification thereof by the concerned Executive Engineers.

- ii) 10% shall be released after the satisfactorily performance of the equipment for one year.
13. **Earnest Money:**
- i) The earnest money amounting to Rs. 1.50 Lacs (Rupees One Lac fifty thousand Only) shall be in the form of CDR/FDR of a nationalized/scheduled bank having branch in Jammu issued in favour of Account Officer, Mechanical Engineering Department, Jammu. The CDR/FDR shall be valid for 12 months. The Bid not accompanied by an Earnest Money shall be out rightly rejected.
- ii) If in case contractor failed to start /complete supply, 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 the Department at least for one year.
- iii) Earnest money deposit shall be released after successful testing and commissioning of the machines/equipments at site and verification by the competent authority. However, the earnest money of unsuccessful tenderers shall be released after finalization of the tender.
14. **Currency of bid and payment:** The rates and prices shall be quoted by the bidders entirely in Indian Rupees. Accordingly, all payments shall be made in Indian Rupees.
15. **Indemnity**
The contractor shall make the Department harmless and shall settle all compensation claims arising as a result of accidents etc. aforesaid during the execution of the works/Supply at his own cost.
16. **Force Majeure:** Any failure or omission to carry out the provisions of the contract shall not give rise to any claim by the department or the approved supplier/contractor one against the other if such failure or omission arises from an òAct of Godö which shall include all natural calamities such as fires, earthquakes, floods, hurricanes, strikes, riots, embargoes or from any political or other reasons beyond the control of parties including war, whether declared or not, civil war or a state of insurrection.
17. **Decision of the Chief Engineer to be final:** Except where otherwise specified in the contract, the decision of the Chief Engineer Mechanical Engineering Department, Jammu shall be final, conclusive and binding upon the contractor on all questions relating to the meaning specifications, design, drawings, the instructions mentioned and the quality of workmanship or materials/equipment used for the works.
18. **Subletting:** _The contractor shall not assign or sublet the works in whole or part without the written permission from the competent authority & incase the contractor assign or sublet the

contract will be terminated and actions as deemed fit shall be

or shall obtain all permits / clearances and pay for any and all
required.

20. **Jurisdiction of Court:** For any dispute arising out of this contract the Honøble High Court of Jammu & Kashmir at Jammu only shall have jurisdiction.
21. **Arbitration:-** if at any time any doubt, question, dispute or difference whatsoever shall arise between the contractor and the Department upon or in relation to or in connection with the contract ,either of the parties may give the other notice in writing of the existence of such doubt, question ,dispute or difference and the same shall be referred to an officer of the state Government which the Government may nominate for arbitration under the Jammu and Kashmir Arbitration Act and all rules framed there under. the decision of the arbitration thereon shall be final, conclusive and binding upon the parties .The contractor shall not delay the carrying out of the works or any part thereof by reason of any reference to arbitration and shall proceed with the works with due diligence and shall until decision of the arbitrator abide by the decision of the Chief Engineer or his representative duly conveyed by him
22. **Commissioning:** - The firm shall depute their Service Engineer to the Consignee for commissioning of machines/equipment free of cost.
- 23 After Sales Service:** - The firm shall provide three free services during the warranty period and give prompt attention to any complaint of consignee at short notice.
- 24. Warranty:-**The machines/equipment supplied should carry warranty for its successful and satisfactory working for a period of (12) twelve months from the date of commissioning against manufacturing defects in material and workmanship. The Equipment should be free from all manufacturing defects, workmanship conforming to highest grade consistent with the established and generally accepted standard for materials of the type. Any defect found during the warranty period shall be replaced by the firm free of cost. In addition to the warranty certificate, the firm shall execute a bond on stamped judicial paper in respect of this clause and submit the same to this office along with the agreement.
25. All other terms and conditions laid down in PWD Form No. 25 of J&K Government shall be applicable
26. If any item is not mentioned / incorporated in scope of work of NIT, but necessary for successful commissioning of the job, it shall be deemed to have been incorporated for which no extra cost shall be paid by the Department.

(Er. Yog Raj Abrol)

Chief Engineer
Mechanical Engineering Department
Jammu

Government of Jammu & Kashmir
Senior Mechanical Engineering Department
Jammu
Annexure "C"

e-NIT No.: CE/MEDJ/TECH/2016-17/06

Dated: 13-02-2017

BID ACCEPTANCE FORM

Certified that all the terms and conditions of the above said e-NIT are accepted. However the following conditions are reconfirmed as under: -

1. Payment Clause

Terms of Payment:

i) **90%** payment shall be made after supply testing and commissioning of machines/equipment at site and verification thereof by the concerned Executive Engineers

(Yes / No) ____

ii) **Balance 10%** payment shall be released after the satisfactorily Performance of the equipments for one year.

2. Delivery / Completion Period

As per Annexure ðBö.

(Yes / No) ____

3. Warranty Clause

As per Annexure ðBö.

(Yes / No) ____

4. Bid Validity Period

As per General Terms and conditions.

(Yes / No) ____

5. Scope of Work / Technical Specifications

As per Annexure ðAö

(Yes / No) ____

6. Terms and Conditions

As per Annexure ðBö

(Yes / No) ____

NOTE: In case of any deviation from any of the terms and conditions of the e-NIT, the same shall have to be given on **Company Letter Head** giving full details and technical reasons.

Seal & Signature of the Tenderer