



## Standard Bidding Document

e-NIT No: 01 of 2018-19 dt: 07.05.2018

Name of Work	Supply of safety Helmets, Gum boots, Reflective vests safety belts etc for various ongoing work sites of JKPCCLtd. (FOR Jammu)
State	Jammu & Kashmir
Estimated Cost	Rs. 25.90 Lacs



# J&K PROJECTS CONSTRUCTION CORPORATION LTD.

(A J&K State Govt. Undertaking)

OFFICE OF DEPUTY GENERAL MANAGER, UNIT 2<sup>nd</sup>, JAMMU

E-NIT No: 01 of 2018-19 Dated: 07-05-2018

On behalf of Managing Director, Jammu & Kashmir Projects Construction Corporation Ltd., the Deputy General Manager, Unit 2nd, JKPCCLtd., Jammu invites e-tenders for Supply of safety Helmets, Gum boots, Reflective vests safety belts etc for various ongoing work sites of JKPCCLtd. (FOR Jammu):-

Name of Work	Estimated Cost	Earnest Money	Cost of bid Documents	Period of Completion
Supply of safety Helmets, Gum boots, Reflective vests safety belts etc for various ongoing work sites of JKPCCLtd. (FOR Jammu)	Rs. 25.90 Lacs	Rs. 51800/-	Rs. 1000/-	30 days from the date of Allotment.

## A. INVITATION:-

For and On behalf of Managing Director, Jammu & Kashmir Projects Construction Corporation Ltd., the Deputy General Manager, Unit 2nd, JKPCCLtd., Jammu invites e-tenders for **Supply of safety Helmets, Gum boots, Reflective vests safety belts etc for various ongoing work sites of JKPCCLtd. (FOR Jammu)**

## B. INSTRUCTIONS TO TENDERERS:-

1. The bidding documents can be downloaded from the website <http://jktenders.gov.in> from **12-05-2018 1000 Hrs to 22-05-2018 up to 1600 Hrs.**
2. The bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from **1400 Hrs on 14-05-2018 to 22-05-2018 upto 1600 Hrs.**
3. The original instruments in respect of cost of bid documents, EMD must be delivered to the **General Manager, JKPCCLtd., Rail Head Complex, Jammu** on or before **23-05-2018 up to 1600 Hrs by Registered Post / Speed Post / Couriers.**

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.

4. Technical bids of bidders shall be opened online in the office of **General Manager, JKPCC Ltd., Jammu** on **24-05-2018 at 1200 Hrs.**
5. Financial bids of bidders shall be opened online in the office of General Manager, JKPCC Ltd., Jammu and shall be communicated separately.
6. Bid documents can be downloaded from the website <http://jktenders.gov.in>. Bid documents contain qualifying criteria for bidders, specifications, bill of quantities, conditions and other details.
7. Bids must be accompanied by bid security in shape of **CDR/FDR** payable at Jammu pledged in favour of **DGM Unit 2<sup>nd</sup>, JKPCC Ltd., Jammu** and shall be valid upto **31<sup>st</sup> July 2018** and **cost of tender documents in shape of Demand Draft (Non-refundable) on the name of Dy. General Manager Unit 2<sup>nd</sup>, JKPCC Ltd., Jammu** payable at Jammu..
8. The bid for the work shall remain open for acceptance for a period of **75 days** from the date of opening of bids. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
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 of the **Deputy General Manager, JKPCC Ltd., Unit 2<sup>nd</sup>, Jammu** contact No. **9419129878** or at e-tendering cell **JKPCC Ltd., Jammu.**

13. Rates quoted by the bidder shall remain valid for Financial year 2018 from the date of Allotment.

14. **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 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.
- 15) 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
- 16) The guidelines for bidders to submit bid online can be downloaded from website <http://jktenders.gov.in> (**Download option**).

**Deputy General Manager  
JKPCC Ltd. Unit-II,  
Jammu.**

**No:**  
**Dt:**

**Copy to the: -**

1. Managing Director JKPCC Ltd, Srinagar for information.
2. General Manager (J), JKPCC Ltd Jammu for information.
3. General Manager (Central), JKPCC Ltd., Srinagar for information.
4. E tendering Cell for uploading the Tender on [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jkpcc.com](http://www.jkpcc.com) .

## GENERAL CONDITIONS OF THE CONTRACT

**1. Rates to be quoted shall be inclusive of all applicable Govt. taxes i.e GST, Toll Tax, freight, insurance, loading, unloading and stacking complete.**

2. All supplies made to the individual units shall not be interrelated on any account specially regarding delay in receiving payment from a particular unit.

**3. Restrictions of Rate contract**

The tenderer shall ensure that the prices quoted are the lowest and he shall not quote a price below this for similar work/supplies/ specifications to procure any other Govt. Tender. If the tenderer violates the terms of this clause, he shall be barred from participating in any future bidding process of any Govt. Department and his contract shall be terminated without any compensation to the tenderer. The department may forfeit the security/earnest money and initiate appropriate legal proceedings against the tenderer.

4. Managing Director shall be at liberty to accept / reject any tender without assigning any reason thereof and can hold negotiations with tenderers to negotiate the rate and shall have right to approve more than one brand .

**5. Testing**

Supplies shall be strictly as per the specifications, terms and conditions of the supply order. If required, the department shall get the quality test of the product conducted from any Govt Lab. of national repute as approved by concerned Deputy General Manager. The testing & carriage charges of the samples shall be borne by the supplier.

**6. Replacement of defective material**

As it is not possible to check each and every item at the time of receipt of delivery, the defective material found in the supplies shall be removed by the supplier from the site of work at his own expense when informed.

The supplier shall be responsible to replace the defective material free of cost including the transportation, loading and unloading charges within 15 days from the date of intimation to the supplier. In case the supplier fails to replace the defective material within the stipulated time, he shall have to pay interest to JKPCC @ 18% per annum on the value of such material from the date of payment made already on receipt of such material as per payment clause.

## **7. Terms of Payment**

Payment shall be released to the extent of 95% of the material received at site of work within 90 days and balance 5% shall be released after 75 days of the supplies. All applicable taxes as in vogue during the period of supplies shall be deducted from the bills of the suppliers.

## **8. Prices**

- a) The prices quoted in BOQ shall be firm till the validity of the rate contract.
- b) The rates quoted should be FOR Jammu. The supplier shall be bound to supply the material as per the place designated by the Deputy General Manager, the carriage of which if beyond/outside the municipal limits of Jammu shall be paid by respective Deputy General Managers placing the supply order.

## **9. Validity**

The bid shall be unconditionally valid for a period of **75 days** from the actual date of opening of financial bid. The department shall retain the right to ask for extension of the validity period, if necessary.

## **10. Penalty**

**Failure or default of the tenderer to deliver the material in accordance with the specifications or within the stipulated time or to fulfill all the terms and conditions mentioned herein and in the agreement shall entail the instant termination of contract and forfeiture of the earnest money and the defaulting tenderer shall be barred from participating in any future bidding process of the Corporation.**

## **11. Insurance**

It shall be the responsibility of the supplier to deliver the goods in sound condition at the designated place. For this purpose, the supplier shall insure the material against all risks during transit or full delivered value of the material up to the destination at his own and nothing on account of this insurance shall be paid to the supplier.

## **12. Indemnity Bond**

The successful tenderer shall have to furnish an indemnity bond from the date of issue of supply order on Rs.50/- Judicial paper indemnifying the department against any losses/backing out of the contractual obligations during the currency of Rate contract and extension thereof and undertaking to pay the amount of such losses as demanded by the department without demur.

## **13. Delivery period**

The delivery period shall only 30 days after issuance of allotment and after drawl of requisite agreement with Dy. General Manager, JKPCC Ltd., Unit-2nd, Jammu.

## **14. Arbitration**

All legal proceedings in connection with the order/ tender will be subject to the jurisdiction of local courts of Jammu and Kashmir State only. In case of any doubt, dispute or difference arising out of the contract, the same shall be referred to the Managing Director JKPCC Ltd. Whose decision shall be binding upon both the parties.

## **15. Award of contract**

- i) Once the offer is accepted by the department, acceptance of the same i.e. rates shall remain valid for 365 days from the date of allotment.
- ii) The department 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 reasons thereof.
- iii) Managing Director JKPCC shall have the discretion to accept or reject any or all the tenders or whole without assigning any reasons thereof. JKPCC reserves the right to



approve more than one brand for a particular item but the same shall not bestow any claim on the successful tenderer to that particular quantity of sample/item. The actual purchase shall depend upon the actual requirement of a particular work.

- iv) 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

## **16. Financial Resources**

**Financial Turnover (in case the tender is quoted by Authorized dealer on behalf of the Principal Manufacturer): Turnover of any one year during last three years shall not be less than Rs. 20.00 lacs.**

## **17. Price Fall clause**

The tenderer shall bear in mind that if it comes to the notice of JKPCC that they have within the currency of contract offered a lower rate to any other party within the territorial limits of J&K state, Price fall clause shall be invoked and proceeding shall be started for affecting recoveries of the difference for the whole lot out of the outstanding payments including the payments already made to the firm by the department.

## **18. Force Majeure clause**

In case the delay in supply is due to natural calamity, any other cause like lockouts or any major cause due to which the manufacturing Unit shall stop production of tiles, then the firm/supplier can be given extension after receipt of such application from the firm on whom the order is placed.

## **19. Specifications**

All the material supplied shall be of First quality conforming to the latest relevant IS standards and specifications contained in the B.O.Q.

**Dy. General Manager,**  
JKPCC Ltd. Unit 2<sup>nd</sup>,  
Jammu,

## MANUFACTURER'S AUTHORIZATION FORM

To

Managing Director  
JKPCC Ltd.  
Jammu

Dear Sir,

Refer Your Tender Document No:- \_\_\_\_\_ Dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputed manufacturers of \_\_\_\_\_ (Name & Description of the offered goods in the tender) having factories at \_\_\_\_\_, hereby authorize

M/s \_\_\_\_\_ (Name and address of the dealer) submit a tender on our behalf, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable, if any, for the goods and services offered for supply by above firm against this tender.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized dealer.

We also confirm that the price quoted by our dealer shall not exceed than that which we would have quoted directly.

Yours Faithfully,

(Signature with Date, Name and designation)

**For and on behalf of M/S** \_\_\_\_\_

**(Name & Address of the Manufacturers)**

### NOTE:

**This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having power of attorney to legally bind the manufacturer. Original letter shall be sent in Hard copy.**

## QUALIFICATION CRITERIA

1. The tenderer must be a manufacturer or its Authorized Agent/ Distributor/ Dealer/ Stockiest (herein called only Authorized Dealer).
2. The tenderer quoting as authorized dealer must submit the manufacturer's authorization as per the format given in the tender document. The dealer should have been appointed at least three years prior to publication of this tender .The proof of appointment as authorized dealer shall be submitted (if not original then notarized photocopy, however purchaser may call for original to verify.)
3. Meeting the criteria as per clause 2 above, the tenderer quoting as Authorized Dealer should have a turnover of Rs. 20.00 Lacs in any one year during last three years. He shall submit balance sheet and profit & loss account for preceding three years duly attested by Chartered accountant ending 31<sup>st</sup> March 2018.
4. The bidder should have earned a net profit at least in two financial years out of the preceding three financial years.
5. The bidder shall also submit a performance statement for the period of last three years in support of having completed such supplies with copies of work orders/purchase orders. The performance statement shall provide details viz. Client's name & address, Description of goods ordered, Reference to work order, Contract value, Period of completion as per work order and actual, reasons for delay if any.
6. Technical Requirement:-- The manufacturer itself or on whose behalf the bid is submitted should have following certifications i.e., BIS (Bureau of Indian Standards) and ISO (International Organization for Standardization).
7. Note:- Notwithstanding anything stated above, the purchaser reserves the right to assess the tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser. The purchaser reserves the right to ask for a free demonstration of the samples if short listed at a pre-determined place acceptable to the purchaser for technical acceptability as per the specifications, before opening the Price Bid.

**Note:- If at any time information provided is proved to be false or incorrect, the earnest money furnished shall be forfeited.**

**Dy. General Manager,**  
JKPCC Ltd. Unit 2<sup>nd</sup>,  
Jammu,

## ANNEXURE-A

<b>Advertised Rate List / Qty Schedule</b>					
<b>Name of work:- Supply of safety Helmets, Gum boots, Reflective vests safety belts etc for various ongoing work sites of JKPCCLtd. (FOR Jammu)</b>					
<b>Advertised Cost Rs. 25.90 Lacs</b>					
<b>e-NIT No: 01 of 2018-19 dt: 07.05.2018</b>					
<b>S.No</b>	<b>Particulars of items</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate</b>	<b>Amount</b>
1	Supplying of Industrial safety helmets (Yellow Colour) manufactured from a light weight, high impact and chemical resistant polyethylene thermoplastic, ergonomically designed and adjustable upto 620mm confirming to IS 2925-1984 embossed with JKPCCLtd Logo of suitable size.	No.	2205		
2	Supplying of Industrial safety helmets superior quality (White Colour) manufactured from a light weight, high impact and chemical resistant polyethylene thermoplastic, ergonomically designed and adjustable upto 620mm confirming to IS 2925-1984 embossed with JKPCCLtd Logo of suitable size.	No.	588		
3	Supply of Industrial safety rubber boots confirming to IS 5557 - 1999 in black colour of different sizes from 8 No to 12 No with soul PU single density having oil, acid, alkali resistant.	No.	1323		
4	Supply of Industrial safety belt with reflector (2" PVC Micro Prismatic Tape front size open with Velcro Closure) of size S, M, L, XL, XXL of colours Green, Orange, Yellow etc. confirming to IS 3521-1999.	No.	735		
5	Supply of Industrial reflective safety jackets (Vests) of relevant specifications made of Retro-reflective material (Glass Bead Fabric Tape) of size S, M, L, XL, XXL in colours Flourcent green / red.	No.	2793		
6	Supply of Industrial Rubber Gloves confirming to relevant specifications in different sizes for labours having oil, acid resistant material.	Pair	882		

**Dy. General Manager,**  
JKPCCLtd. Unit 2<sup>nd</sup>,  
Jammu,

## ANNEXURE-B

### TENDER PROFORMA OF BID

To

**Deputy General Manager,  
Unit 2<sup>nd</sup>, JKPCC Ltd.,  
Jammu.**

**Sub:** Supply of safety Helmets, Gum boots, Reflective vests safety belts etc for various ongoing work sites of JKPCC Ltd. (FOR Jammu)

**Ref:** E-NIT No: 01 of 2018-19 Dated: 07-05-2018.

Sir,

This has reference to above mentioned NIT and our subject offer against the same.

1. I/We hereby affirm that I/We have read and have fully understood all terms, conditions and technical specifications of tender document.
2. I/We hereby offer to supply genuine goods and material at the rates and quantities as described in our subject offer and shall execute the work(s) truly and faithfully within the time specified and set forth in the aforesaid offer. The goods and material to be supplied will be of the quality answerable in every respect with our offer / tender quoted above.
3. I/We shall be responsible for all complaints as regard the quality of material and all material and equipment shall comply in all respects with the requirement of quoted standard specifications.
4. I/We do hereby certify that the material and equipment offered are free from legal encumbrances and any claim regarding infringement and any patent of country of origin or India and shall be defended by us at our own cost and damages/ cost, if forwarded against purchaser in such a suits shall be borne by us.
5. I/We shall be hereby responsible for all complaints as regards quality of the material/ bad workmanship and for all such complaints the decision of the Corporation will be final and binding on us.
6. I/we enclosed a DD No. :\_\_\_\_\_ dt:\_\_\_\_\_ for the prescribed amount of Rs:\_\_\_\_\_ (Rs:\_\_\_\_\_ drawn in favour of “\_\_\_\_\_” as Cost of Tender Document and CDR/FDR:\_\_\_\_\_ dt:\_\_\_\_\_ for the prescribed amount of Rs:\_\_\_\_\_ (Rs:\_\_\_\_\_ drawn in favour of

“ \_\_\_\_\_ “as earnest money and as required in terms of tender specification. I/we fully understand that in the event of my / our tender being accepted, the earnest money shall be returned back to me after expiry of defect liability period of work successful completion of the work.

7. I/we shall have no claims to the refund of the earnest money prescribed against this tender in the event of my / our non-compliance of the work order, provided such order is placed within the period of validity of my / our tender as indicated in paragraph 10 below.
8. I/we further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage during the currency of the period of validity.
9. My/our tender shall remain valid for a period of 75 days from the date of opening of the tender\ against the **e-NIT No: 01 of 2018-19 Dated: 07-05-2018**
10. My/our tender along with the terms and conditions with relevant columns and annexure duly filled in under my / our attestation and with each page of the tender papers including the enclosed terms and conditions signed by me / us (in the capacity of sole owner / general or special / attorney, in proof of which power of attorney is attached) is submitted for your favorable consideration.
11. I/we have read the enclosed terms and conditions carefully and have signed the same in token of their absolute and unqualified acceptance. My/our tender constitute a “firm” offer under the J&K contract Act and is open to an acceptance, in whole or in part. My/our offer, if accepted on the attached terms and conditions will constitute a legal binding contract and shall operate as contract as defined in the J&K Contract Act and the Sales of Goods Act.
12. I/We understand that Managing Director, JKPCCLtd., reserves the right to accept or reject the tender without giving any reason thereof.

Thanking you,

Yours faithfully

Signature  
Name & Full address of tenderer with  
stamp

Place .....

Date .....

N.B Please sign and stamp each page

## ANNEXURE-C

### AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required statements are true & correct.
2. The undersigned also hereby certifies that neither our firms M/s \_\_\_\_\_ have abandoned any work in JKPCC Ltd. or any other Department nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary & requested by the department to verify this statement or regarding any (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the department/project implementing authority.
5. That I have not been debarred / blacklisted for supplying in any other Department of Govt. of Jammu and Kashmir.

\_\_\_\_\_  
(Signed by an Authorized Officer of firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
(Name Firm)

\_\_\_\_\_  
(Date)

**CHECK LIST FOR UPLOADING SCANNED COPIES/HARD COPY OF TENDER DOCUMENTS**

- I. COST OF TENDER DOCUMENT.
- II. EARNEST MONEY VALID UPTO **31.07.2018**.
- III. PAN CARD COPY.
- IV. GST REGISTRATION COP / PROVISIONAL GST REGISTRATION
- V. AUTHORIZED DEALERSHIP CERTIFICATE WITH VALIDITY PERIOD.
- VI. AUTHORIZATION FROM MANUFACTURER AS PER PERFORMA FOR QUOTING THE TENDER.
- VII. TURNOVER CERTIFICATES WITH PROFIT AND LOSS STATEMENT;
- VIII. PERFORMANCE STATEMTN OF LAST THREE YEARS, IF GONE INTO SUPPLY CONTRACT WITH GOVT. ORGANIZATION/PRIVATE ORGANIZATION.
- IX. BIS CERTIFICATE OF THE PRINCIPAL MANUFACTURER.
- X. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION PROVIDED IN THE TENDER.