



Standard Bidding Document

e-NIT No: 02 of 2020-21 dt: 14-05-2020

SHORT TERM (Fresh)

Name of Work	Construction of Compound Wall around land of Tribal Bhawan by way of providing & fixing of Chain link fencing at Jagti Nagrota, Jammu.
State	Jammu & Kashmir
Estimated Cost	Rs. 38.45 lacs
Completion Period	75 Days



J&K PROJECTS CONSTRUCTION CORPORATION LTD.

(A J&K State Govt. Undertaking)

OFFICE OF DEPUTY GENERAL MANAGER, UNIT 2nd, JAMMU

e-NIT No: 02 of 2020-21 Dated: 14.05.2020
SHORT TERM (Fresh)

On behalf of Managing Director, Jammu & Kashmir Projects Construction Corporation Ltd., the Deputy General Manager, Unit 2nd, JKPCCLtd., Jammu invites e-tenders for:-

Name of Work	Estimated Cost	Earnest Money	Cost of bid Documents	Completion Period	Class of contractor
Construction of Compound Wall around land of Tribal Bhawan by way of providing and fixing of Chain link fencing at Jagti Nagrota, Jammu.	Rs. 38.45 Lacs	₹. 76,900/-	₹. 1,000/-	75 Days	Registered "B" Class Govt Contractors / C.P.W.D Contractors

Scope of Work:

- The bidding documents can be downloaded from the website <http://jktenders.gov.in> from **15.05.2020** time **1000 Hrs** to **26.05.2020** upto **1400 hrs**
- a) The bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from **1000 Hrs** on **15.05.2020** to **26.05.2020** upto **1400 Hrs**.
b) A pre-bid meeting shall be convened with the intending bidders on **19.05.2020** in the office Chamber of **Dy. General Manager, JKPCCLtd., Unit-2nd Jammu** at **1300 Hrs**.
c) Technical bids of bidders shall be opened online in the office of **Dy. General Manager, JKPCCLtd., Unit-2nd, Jammu** on **27.05.2020** at **1200 Hrs**.

3. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in> Bid documents contain qualifying criteria for bidders, specifications, bill of quantities, conditions and other details.
4. All the relevant original instruments (Hard copies) in respect of successful bidder only, shall be submitted to **Dy. General Manager, JKPCCLtd., Unit-2nd, Jammu** before award of the contract.
5. Bids must be uploaded by bid security in shape of CDR / FDR payable at Jammu pledged in favour of **Deputy General Manager, JKPCCLtd., Unit-2nd, Jammu** and shall be valid upto **currency of the contract**.
6. **The cost of tender document shall be** deposited into the Bank accounts by the bidder for which the following information can be used by the bidder.
 - i) **Name of the Bank = J&K Bank Ltd.**
 - ii) **Account title = Financial Controller JKPCCLtd., (Current Account)**
 - iii) **Account No. = 0084010100002408**
 - iv) **Branch = New Secretariat Road Srinagar.**
 - v) **IFSC Code = JAKA0PROMPT**
 - vi) **Swift Code = JAKABBINRSGR – Optional**

The bidders shall upload scanned copy of bank payment acknowledgement slip.

7. The bid for the work shall remain open for acceptance for a period of **90 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.
8. 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 Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive)
9. No engineer of gazette 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 contractor 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 contractor 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.

10. Other details can be seen in the bidding documents.

11. Any other information regarding e-tendering process can be had from the Office **Deputy General Manager, JKPCCLtd., Unit II, Jammu** contact Nos: **9419161538**.

12. Rates quoted shall be **inclusive of all taxes** and shall remain valid for currency of contract from the date of issue of allotment. The department material if required shall be issued by department & recoveries thereof shall be made as under:-

a) Cement @ Rs. 445/ Bag (Four Hundred & forty five only Per Bag)

b) Steel of sorts @ Rs. 45000/- M.T (Forty five thousand only Per Metric Ton)

13. In case of unbalanced bid the successful bidder has to furnish additional performance security in the shape of CDR / FDR pledged to DGM-II, Jammu before issuance of allotment as detailed here under.

a	Unbalanced beyond 15% to 25% less than the Adv. Cost	5% (Five Percent of Advertised cost)
b	Unbalanced beyond 25% less than the Adv. cost	10% (Ten Percent of Advertised cost)

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 mentioned in the tender document.
 - 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 details of hard copies of original instruments in respect of cost of bid Documents & Earnest Money specified in the tender documents should be the same as submitted online otherwise tender will summarily be rejected.
 - i) Bidders are advised to use My Documents area on their used on JK tender e-tendering portal to store important documents which are used in all tenders like, sales Tax clearance Certificate etc and attach these certificate as Non Statutory Documents while submitting their bids.
 - j) Bidders are advised not to make any change in BOQ contents or its name in no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the 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>

Dy. General Manager,
JKPCC Ltd. Unit II, Jammu

Copy to:

- 1) Managing Director, JKPCC Ltd., Jammu for kind information.
- 2) Executive Director, JKPCC Ltd., Jammu for kind information.
- 3) Financial Controller, JKPCC Ltd., Jammu for kind information.
- 4) General Manager, JKPCC Ltd., Jammu for kind information.
- 5) Accounts Officer, JKPCC Ltd., Jammu for information.
- 6) e-tendering Cell for uploading the tender on **www.jktenders.gov.in**.

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

- a) The delivery period of various supplies from various sites / requirements of the Manager shall be only 07 days after issuance of the order.

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.
- iv) The successful bidder shall have to draw an agreement with the Dy. General Manager, JKPCC Ltd., Unit-^{2nd} Jammu within a week's time after issuance of the allotment.
- v) 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. 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.

17. 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.

18. 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 2nd,
Jammu,

QUALIFICATION CRITERIA

e-NIT No: 02 of 2020-21 Dated: 14.05.2020

Bidder must upload the following documents for their eligibility for participation in the rate contract:-

1. Cost of Tender Document in shape of bank receipt subscribing Name of work / e-NIT No.
2. Earnest Money .
3. Pan Card Copy;
4. Copy of GST Registration / Provisional GST Registration.
5. Copy of Registration Certificate / Card and duly renewed for current year.
6. Tender Proforma Of Bid “**Annexure A**”
7. Affidavit Regarding Correctness Of Information Provided In The Tender “**Annexure B**”.

Dy. General Manager,
JKPCC Ltd. Unit 2nd,
Jammu,

TENDER PROFORMA OF BID

To

**Deputy General Manager,
Unit 2nd, JKPCC Ltd.,
Jammu.**

Sub: Construction of Compound Wall around land of Tribal Bhawan by way of providing & fixing of Chain link fencing at Jagti Nagrota, Jammu.

Ref: e-NIT No: 02 of 2020-21 Dated: 14.05.2020.

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 90 days from the date of opening of the tender against the **e-NIT No: 02 of 2020-21 Dated: 14.05.2020.**
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-B

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)