OFFICE OF THE EXECUTIVE ENGINEER,
GENERATION DIVISION, UPPER SINDH
H.E.P Stage II (KANGAN)

GOVERNMENT OF JAMMU & KASHMIR
J&K STATE POWER DEVELOPMENT CORPORATION

TENDER DOCUMENT
FOR

Supply, installation testing and commissioning of 100 h.p. V.I. motor pump assembly for dewatering system USHP-II, Kangan.

Cost of Tender Document: Rs 1,000/- Rupees One thousand only
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SECTION – I

TENDER NOTICE & INSTRUCTIONS TO THE BIDDER
OFFICE OF THE EXECUTIVE ENGINEER, GENERATION
DIVISION USHP-II KANGAN

Email: xenekangan@gmail.com

E- NIT No: GD/USHP-II / 10 of 2015-16
Dated: 11-08-2015

For and on behalf of the Managing Director, J&K State Power Development Corporation, sealed bids under single cover valid for 180 days, accompanied with earnest money in the shape of DD/CDR/FDR from any Nationalized/Scheduled Bank @ 2% of the estimated cost pledged to the Chief Engineer, Generation Wing Kashmir, are invited from Registered firms/joint ventures/workshop owners having sufficient experience of the relevant job for undertaking:

Supply, installation testing and commissioning of 100 h.p. V.T. motor pump assembly for dewatering system USHP-II, Kangan.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Qty</th>
<th>Estimated cost (Lacs)</th>
<th>Amount of EMD</th>
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<th>Time of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply, installation testing and commissioning of 100 h.p. motor and pump for dewatering system USHP-II, Kangan.</td>
<td>Comp. job</td>
<td>6.40 lacs</td>
<td>2 % of the estimate cost.</td>
<td>Rs. 1000</td>
<td>15 Days</td>
</tr>
</tbody>
</table>

CRITICAL DATES

1. Date of Issue of tender notice: 11-08-2015
2. Period of downloading of bidding documents: 14-08-2015 to 28-08-2015
3. Bid submission start date: 28-08-2015
4. Bid submission end date: 31-08-2015
5. Deadline for receiving the hard copies (CDR & EMD). The date should be one day after bid submission end date: 03-09-2015
6. Date & time of opening of prequalification & Techno commercial bid (Online). The date should be one day after dead line for receiving of Hard copies: 05-09-2015

1. The complete bidding process will be online.
2. The bid documents containing Qualifying criteria for the bidders, specifications, Bill of Quantities, terms & conditions and other details can be downloaded from the website www.jktenders.gov.in.

The following authenticated documents are to be submitted online; otherwise the tender will be liable to rejection.
i) Copy of Proof of purchase of tender document.
ii) Copy of Prescribed EMD (i.e. 2 % of estimated Cost)
iii) Copy of Registration certificate  
iv) Copy of valid CST / VAT / TIN Registration Certificate.  
v) Copy of IT PAN card.  
vi) The bidder shall satisfactorily meet the following Qualifying Criteria: -  

A) Technical Criteria: Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -  

a. Three completed works of similar nature costing not less than the amount equal to 25% of the estimated cost (1.60 lacs) (as per corporate office approval vide No JKSPDC/Tech/P-12(E)/2792 dated: 16-07-2013). Or  
b. Two completed works of similar nature costing not less than the amount equal to 50% of the estimated cost (3.20 lacs). Or  
c. One completed works of similar nature costing not less than the amount equal to 80% of the estimated cost (5.12 lacs).  

B) Financial Criteria  
Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost (1.92 lacs), individually by a sole Applicant or Collectively by a Joint Venture.  

No GD /USHP-II/1430-52  
Dated: 11-08-2015  

Executive Engineer  
Generation Division  
USHP-II, Kangan  

Copy to: -
1): Managing Director J&K SPDC, Srinagar for information.  
2): Director Finance, J&K SPDC, Srinagar for information.  
3): Chief Engineer, Generation Wing Kashmir, J&K SPDC, Sgr. for inf.  
6): IT Cell J&K SPDC, Srinagar for information. He is requested to kindly get the Notice uploaded on the website of J&K SPDC.  
7): Asstt. Director, J&K Information Department Srinagar along-with 3 copies of NIT, with the request that the NIT may kindly be got published in two local leading dailies of valley at an earliest, under an intimation to this division.  
8): Chief Pay & Accounts Officer, PDC unit-Kangan for information.  
9): Executive Engineer, Civil Maintt. Division USHP-II Kangan for info.  
14): Notice Board.  
15) Master File
OFFICE OF THE EXECUTIVE ENGINEER, GENERATION DIVISION USHP-II KANGAN

(A Email id: xenekangan@gmail.com)

A. Name of Work : “Supply, installation testing and commissioning of 100 h.p. V.T. motor pump assembly for dewatering system USHP-II, Kangan”

B. NIT No. & Date : GD /USHP-II/ of 2015-16 dated 2015

C. Amount of the earnest money : 2% of the estimated cost pledged to Chief Engineer Generation Wing Kashmir.

D. Date of sale of tender documents : Tender Documents can be downloaded online.

E. Date of Receipt of bids :

F. Date of Opening of bids :

G. Cost of Tender document : 1,000/- (Rupees One Thousand Only) Non-refundable / Nontransferable in the form of DD or cash in favour of “Ex. Engineer, Generation Division USHP-II, Kangan”

H. GR/DD No. & Date :

I. Name of the Firm :

J. Registration No. :

K. CDR No. & date

Sd=/=

Executive Engineer
Gen Division USHP-II
Kangan.

Signature of Bidder
SECTION-I

INSTRUCTION TO BIDDERS

1. The bidders are advised to ascertain the detail scope of work after due inspection of 3x35 MW USHP-II Kangan power house site during any working day in co-ordination with Executive Engineer, Generation division USHP-II Kangan before submitting their bids.

2. The bidders are requested to go through the tender specification and fully acquaint themselves to all the terms and conditions before submitting their bids. In case bidder finds any discrepancies or omissions from the specification or other documents, or be in doubt as to their meaning, he should at once intimate the authority and obtain clarification in writing. This however, does not entitle the bidder to ask for time beyond the due date fixed for receipt of bids.

3. The cost of tender specification should be submitted in the shape of demand draft for an amount of Rs 1,000 pledged to Executive Engineer, Generation Division, Kangan.

4. Incomplete, conditional tender, tender containing vague and indefinite expression such as “subject to immediate acceptance, authorized to participate, authorized to sales and service” etc. will not be considered.

5. Conditional discount on price will not be entertained.

6. The bidders should submit the desired documents online.

7. Bids with overwritten or erased, illegible rate or rates not shown in figures and words will be liable for rejection.

8. The downloaded tender should accompany the cost of tender specification in shape of Demand Draft, otherwise the offer will be out rightly rejected, and no further correspondence in this regard will be entertained.

9. Tender received in deviation of set norms as per e-tendering procedure e.g. telegraphically / by Fax or E-mail shall not be accepted.

10. Bidder should ensure submission of tender within the due date and time.

11. JKSPDC takes no responsibility for any loss of documents / delay / non-receipt of tender specification / tender sent by post or by any other means.

12. Bids received after due date and time will not be considered.

13. No post tender correspondence by the participated firm / agency will be entertained.

14. The price quoted should be FIRM and in Indian Rupees. The bidders are requested to quote the basic price of each and every item with percentage of taxes / duties and other charges if any as applicable. The detail regarding quoting of price is specified in clause No. 6 of section – II. Quoting in any other manner will not be entertained.

15. All correspondences / manuals / documents shall be written in ENGLISH language, dimension and technical parameters should be in METRIC unit only.

16. While bids are under consideration, bidders and their representatives or other interested parties are requested to refrain from interfering the evaluation process by any means.

17. The tender shall be accompanied with Rs 2 % of the Estimated Cost as Earnest Money. Tender without EMD will be out rightly rejected and no further correspondences in this regard will be entertained.

18. The tender should be valid for a period of 180 Days from the date of opening.

19. The bidder may deviate from the specification while quoting, if in his opinion such deviations in line with manufacturer’s standard practice and conductive to a better and more economical tender.
All such deviations should however be clearly indicated giving full justification from such deviation, as per Annexure –III of Section –IV.

20. JKSPDC shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than the information given to contractor in writing by JKSPDC.

21. The bidder shall satisfactorily meet the following Qualifying Criteria:-

A) Technical Criteria: Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

a. Three completed works of similar nature costing not less than the amount equal to 25% of the estimated cost (1.60 lacs) (as per corporate office approval vide No JKSPDC/Tech/P-12(E)/2792 dated: 16-07-2013). Or
b. Two completed works of similar nature costing not less than the amount equal to 50% of the estimated cost (3.20 lacs).
Or
c. One completed works of similar nature costing not less than the amount equal to 80% of the estimated cost (5.12 lacs).

B) Financial Criteria
Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost (1.92 lacs), individually by a sole Applicant or Collectively by a Joint Venture.

One of the partners shall be nominated as a lead partner. The authorization shall be submitted by way of power of attorney. The power of attorney in this regard shall be signed by legally authorized signatory of both the firms.

i. Whereas the partners of the joint venture have to collectively satisfy 100% of the criteria. The lead partner of the joint venture must individually satisfy criteria of at least 50% and the other partner must satisfy the minimum criteria of 25% of above relating to experience of similar works and turn over.

ii. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of both partners of the joint venture and the execution of contract. The payments shall be made in the name of lead partner or joint venture.

iii. Both partners shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the power of attorney mentioned above, as well as in the joint venture agreement.

iv. A copy of joint venture agreement entered into by both the partners shall be submitted with the tender. The joint venture agreement should indicate precisely the responsibility of both the members of joint venture in respect of planning, construction equipment, key personnel, work execution and financing of the project. This should not be varied/modified subsequently without prior approval of the employer/engineer in charge. The joint venture should confirm that both the members shall have active participation in the execution work during-the full currency of contract.
22. **SUBMISSION OF TENDER DOCUMENT**

Tenders must be submitted online and all relevant documents must be scanned & attached including copy of EMD @ 2% of the Estimated Cost & DD for purchase of tender document. The bids shall be opened online on 05/09/2015 at 11:30 am in the office of the Superintending Engineer Generation Circle II, Bemina Srinagar in presence of bidders who may wish to be present.

A) The following authenticated documents are to be submitted online along with the signed tender document

i) Copy of Registration certificate
ii) Copy of valid CST / VAT / TIN Registration Certificate.
iii) Copy of IT PAN card.
iv) Proof of Technical experience as per tender document
v) Proof of Financial experience as per tender document.
vi) **Annexure:**
   a) Annexure-I: - Declaration Form (Duly filled in and signed)
   b) Annexure -II: - Acceptance of terms & conditions (duly filled in and signed.
   vii) Details of works executed by the agency for last three years.
   viii) Technical specifications, drawings
   ix) Acceptance of Financial terms & conditions as per T.D
   x) Test certificates & OEM/authorized distributor & patent rights certification, if any.
   xi) Deviation schedule as per annexure, if any.
   xii) Copy of EMD @ 2% of estimated cost.
   xiii) Copy of DD for purchase of Tender Document.
   xiv) Price Bid & BOQ to be submitted online.

   Tenderers must note that the original **Demand draft on account of cost of tender document & EMD @ 2% of estimated cost along with hard copies of undertakings, BG & acceptance of terms & conditions** must be submitted in a sealed envelope in the office of the **Superintending Engineer Generation Circle II, Bemina Srinagar on or before 03/09/2015 up to 4.00 PM**. The tenders who fail to submit the hard copies of DD for purchase of T.D & EMD @ 2% of estimated cost along with other relevant documents, their offers shall be straightaway rejected.

**N.B** : - If any of the dates, mentioned above happen to be a holiday, the next working day will be the corresponding effective date. The decision of competent authority of JKSPDC in this regard shall be binding & final.

Competent Authority of JKSPDC reserves the right to:

i.) Increase / decrease the quantity of materials.
ii.) Reject any or all bids without assigning any reason thereof.

**Modification of specification and extension of period of download of tender specification, closing opening date if required will be notified through corrigendum.**
SECTION-II
GENERAL TERMS
& CONDITIONS
SECTION –II
GENERAL TERMS & CONDITIONS OF CONTRACT

1. DETAILED SCOPE OF THE WORK: The scope of the work “Supply, installation testing and commissioning of 100 h.p. V.T. motor pump assembly for dewatering system USHP-II, Kangan” as per the following description.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Quantity</th>
</tr>
</thead>
</table>
| 1.    | Supply, installation testing and commissioning of 100 h.p. V.T. motor pump assembly for dewatering system USHP-II, Kangan  
Kirloskar/Crompton Greaves/Mathur plates/Tushaco make  
Pump Type Vertical type  
Pump Capacity 1000ltrs/min  
Head 30 m  
Motor Capacity 100 h.p./75kW 3 phase 50hz  
Speed 1465 rpm  
Ampere 130 A  
Insulation Class B class  
(inclusive of taxes and duties and transportation charges) | 1 no.    |
Technical & commercial Terms

1. POWER HOUSE SITE: 3X35 MW USHP-II Kangan (J&K) at a distance of about 40 Km from the Srinagar (Summer capital of Jammu & Kashmir)

2. F.O.R DESTINATION: 3X35 MW USHP-II Kangan (J&K).

3. EARNEST MONEY:
   a) The tender shall be accompanied with 2% of estimated cost as earnest Money in shape of CDR / Bank Draft / Bankers Cheque/ Bank Guarantee drawn in favour of Chief Engineer Generation Kashmir, Bemina, Srinagar.
   b) After award of the contract the EMD of all the unsuccessful bidders will be returned.
   c) In case the successful bidder failed to accept the order within 10 days the EMD shall be liable to be forfeited.
   d) The EMD of the successful bidder will be returned after completion of works.
   e) No interest will be paid on the deposited Earnest Money.
   f) No adjustment towards Earnest Money deposit shall be made against any outstanding amount.

Note: - Tender without EMD will be outrightly rejected and no further correspondences in this regard will be entertained.

4. PRICE:
   a) The quoted rate shall be FIRM and FOR destination basis, which include cost of materials, taxes & duties i.e. Central Sales tax / VAT / Excise duties, packing, forwarding, freight & any other charges as applicable.
   b) The bidders are requested to quote the basic price of each and every item with percentage of taxes / duties as applicable.
   c) The details breakup of destination price should be furnished by the bidder in the prescribed format as per Annexure- VII. Quoting in any other manner will not be entertained.

5. TAXES:
   a) SALES TAX: Form “C” if required will be issued by JKSPDC for availing CST at concessional rate.

6. COMPOSITE BANK GUARANTEE:-
   Successful bidder must submit Composite Bank guarantee in form of a Bank Guarantee from any Nationalized bank for 10% (Ten Percent) of the contract value of the work order / purchase order, executed in a non-judicial stamp paper of Rs 100/- (Rupees Hundred) only or any amount as per Stamp Duty act strictly as per PROFORMA ENCLOSED, towards security, payment and performance guarantee purpose.
   The confirmation letter of the concerned bank should be sent along with Bank Guarantee.
   The Bank Guarantee shall be furnished within 15 days from the date of issue of the purchase / work order and shall remain valid for a period of guarantee covered under the contract.

7. No interest is payable on the Composite Bank Guarantee.

8. If desired by the successful bidder, the composite bank guarantee may be submitted in shape of Bank Draft. In this case no interest will be paid, failing submission of the same, the work order / purchase order will be liable for rejection. In the event of any breach or default in all or any of the conditions set forth and provided in the work order/purchase order, JKSPDC may forfeit the whole amount of the Composite Bank Guarantee.

9. INSPECTION & TESTING: On completion of the job, notice shall be given to this office for deputing JKSPDC representative for inspection of quarters. The quarters will be inspected in accordance with the specification by the Inspecting officer of JKSPDC at work site. The contractors representatives and JKSPDCs representatives shall jointly sign the inspection / test reports.
The Contractor shall provide labour, materials, calibrated instruments and assistance etc may be reasonably required to the Inspection Officer to carry out the inspection and acceptance test. If the materials are required for replacement within guarantee period, then similar procedure for inspection/testing above will be followed with free of cost to JKSPDC.

10. The corporation shall not be responsible for any injury to the personnel/workers in event of any accident/mishap occurred during the execution of the job. Any claim with the personnel/workers arising due to loss or damage in advent of any accident/mishap has to be settled by the contractor.

11. The funds for the job is demanded.

12. COMPLETION PERIOD: The work shall be completed in all respects within 15 days from the date issuance of LOA or LOI whichever is earlier. Certification of date of verification of the work by the concerned Asstt. Ex. Engineer at site will be treated as date of completion of work. The Executing agency shall note that time of completion is the essence of contract & work must be completed within stipulated period to avoid generation loss. A penalty shall be imposed in this regard equivalent to the generation loss caused due to such nature of delay which does not fall under the ambit of force majeure.

13. EXTENTION OF COMPLETION PERIOD: If the job is delayed due to reason beyond the control of the supplier, the contractor shall without delay give notice to JKSPDC in writing of his claim for an extension of time. JKSPDC on receipt of such intimation may agree to extend the delivery/completion period as may be reasonable but without prejudice to other terms and conditions of the contract. However, the contractor must note that extension of time period can only be granted by Competent authority of JKSPDC under EXTRAORDINARY CONDITIONS ONLY.

14. FORCE MAJEURE: The contractor shall not be liable for any Liquidated damage for delay or for failure to perform the contract for reasons of force majeure such as Act of God, Acts of Public Enemy, Act of Govt., fire, flood, Epidemic, Quarantine Restrictions, strikers, Freight Embargoes and provided that the supplier shall within Seven (7) days from the beginning of such delay, notify JKSPDC in writing of the nature and cause of such delay, JKSPDC shall verify the facts and may grant such time extension as facts justify.

15. LIQUIDATED DAMAGE: If the contractor fails to execute the work within the time period, specified in the contract or any extension granted thereto, JKSPDC shall recover from the supplier a sum @0.5% of the contract value for each week or part thereof subject to maximum 10% of the contract value towards liquidated damage. The decision of competent authority of JKSPDC shall be binding in this regard.

16. REJECTION OF JOB: If the materials used by the contractor are found defective in material or workmanship or otherwise not in conformity with the requirements of the contract specification, JKSPDC shall either reject the material or request the supplier in writing to rectify/replace the defective material free of cost to JKSPDC, if the supplier fails to do so, JKSPDC may:
   a) At this option replace or rectify such defective materials and recover the extra costs so involved from the supplier, AND/OR
   b) Terminate the contract with forfeiture of CBG.

17. SUPPLIERS DEFAULT LIABILITY: The purchaser may write notice of default to the contractor and may terminate the contract in circumstances as mentioned below.
   a) If the contractor fails to comply with any of the provision of the contract, in that event the purchaser may terminate the contract in whole or in parts.
   b) The purchaser reserves the right for completion of the balance works at its own arrangement in which case the supplier will be liable to bear any additional cost on that account besides Liquidated Damage for the delay.

18. GUARANTEE: The work covered by this specification should be guaranteed for satisfactory work and against defects in design, materials and workmanship for a period of at least eighteen (18) months from
the date of completion of the job. Defective material has to be rectified / replaced by the contractor free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or poor quality of material used, upon written notice from the purchaser. Such rectification / replacement and the validity of Composite Bank Guarantee should be extended accordingly.

19. PAYMENT:
   a) 90 % payments towards cost of the job along with full taxes and duties will be made on completion of the job against duly verified bills of Asst. Executive Engineer concerned, thereof subject to submission of Guarantee Certificate, Composite Bank Guarantee, bill in triplicate, copy of Way Bill if issued. Remaining 10 % payment shall be made after completion of defect liability. In case CBG (composite bank guarantee) is not submitted 10 % of due payment other than taxes and duties will be retained as security deposit and will be released after completion of defect liability along with EMD and 5 %.
   b) All payments shall be made through Cheque only. In case of payments through draft, the bank commission charges will be borne by the supplier.
   c) Income tax, if so applicable, will be deducted from the bills at the prevailing rate. TDS certificate to that effect shall however be issued.

20. EXPERIENCE: The bidders should furnish information regarding experience particularly on the following points:
   a) Description of the similar works executed during the last three (03) years with the
   b) Name of the party to whom the execution was made.
   c) A list of job order executed during the last three (03) years.

21. PATENT RIGHT ETC: The supplier shall indemnify JKSPDC against all claims, actions, suits and proceedings for the infringements or alleged infringement of the patent design or copy right protected either in the country of origin or in India by use of any equipment / materials supplied by the supplier, but each indemnify shall not cover any use of the equipment / materials other than for the purpose indicated by or reasonably to be inferred from this specification.

22. EVALUATION OF BIDS: In comparing bids and in making awards, JKSPDC may consider such factors as compiled with the specifications and ability of bidder in services, experience, records of integrity in dealings, performance of supply earlier executed, capability in rendering supply, the time of delivery etc.

23. ENGINEER-IN-CHARGE: Executive Engineer Generation Division, USHP-II or his authorized engineer.

24. CORRESPONDENCE: all the correspondences should be addressed to Chief Engineer, Generation Wing, Kashmir JKSPDC, Bemina, Srinagar, J&K.

25. PAYING OFFICER: Chief Pay & accounts Officer, JKSPDC, Kangan.

26. OUR BANKERS NAME: Jammu & Kashmir Bank, Kangan, J&K.

27. JURISDICTION OF COURT: suits if any arising out of this contract shall be filled by either party in the court of law to which the jurisdiction of High Court of Jammu & Kashmir extends. It shall be expressly agreed neither party shall be competent to bring suit in this regard at any place outside the state of J&K.

28. ARBITRATION: During the currency of the contract if any dispute arises out of this contract, the case would be referred to Arbitrator to be appointed by Managing Director JKSPDC who shall in terms of J&K Arbitration Act pronounce an award which shall be binding upon both the parties.
SECTION-III
SCHEDULE AND FORMS
ANNEXURE-I

TENDER SPECIFICATION No GD/USHP-II

DECLARATION FORM

To,

Executive Engineer
Generation Division
USHP-II Kangan
Sir,

Having examined the above specification together with terms and conditions referred to therein, I/We the undersigned hereby agree to undertake the work if allotted to us in all respects as per the specification and general conditions, at the rates offered by us. Our offer is valid upto 180 days from the date of tender opening.

1. I/ We hereby undertake the materials to be delivered in complete shape within the time specified in this tender.

2. I / We hereby guarantee the technical particulars given in the tender will be executed skillfully for which guarantee for successful operation for a period of 12 (Twelve) months.

3. I / We hereby certify that the amount have been deposited towards the cost of the specification by remitting Cash / Bank Draft No. -----------------------------

4. In the event of supply order is being decided in my/our favour, I / We agree to furnish the Composite Bank Guarantee in the manner acceptable to JKSPDC for a sum as applicable, within 15 (Fifteen) days of issue of letter of indent/ detail purchase order failing which I / We clearly understand that the said Letter of Indent / the work order will be liable to be withdrawn by J & K State Power Development Corporation Ltd.

Signed this day of 2015 yours faithfully

Signature with Seal

(This Form should be duly filled up by the bidder and submitted along with the original copy of the offer)
# ANNEXURE-II

## TENDER SPECIFICATION No. GD/USHP-II/

## ACCEPTANCE OF TERMS & CONDITIONS

(This Performa should be duly filled in with all the information and should be furnished with tender)

<table>
<thead>
<tr>
<th></th>
<th>i) Name and address of the firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ii) EMD Details (except the amount) like Bank Draft No &amp; Date, Address of the bank issuing the draft.</td>
</tr>
<tr>
<td>2</td>
<td>Proof of Purchase of tender specifications</td>
</tr>
<tr>
<td>3</td>
<td>Validity</td>
</tr>
<tr>
<td>4</td>
<td>Price Basis- FIRM F.O.R Destination</td>
</tr>
<tr>
<td>5</td>
<td>Terms of payment : Whether agreeable to JKSPDC terms</td>
</tr>
<tr>
<td>6</td>
<td>Completion period</td>
</tr>
<tr>
<td>7</td>
<td>Whether agreed to furnish 10 % Composite Bank Guarantee</td>
</tr>
<tr>
<td>8</td>
<td>Whether agreed to JKSPDC Liquidated damage terms</td>
</tr>
<tr>
<td>9</td>
<td>Whether material to be used bear ISI mark</td>
</tr>
<tr>
<td>10</td>
<td>Whether guaranteed technical particulars submitted</td>
</tr>
<tr>
<td>11</td>
<td>Whether agreed to all the terms &amp; conditions of the specification.</td>
</tr>
</tbody>
</table>

Place : Signature of Bidder

Date : Name :

Designation (Seal) :
Annex-III

DEVIATION FROM SPECIFICATION (TECHNICAL)

Bidder shall enter below particulars of his alternative proposals for deviation from the technical specifications if any:

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Clause No of Specification</th>
<th>Deviations from Specification</th>
<th>Justification for deviation</th>
</tr>
</thead>
</table>

Place :

Signature of Bidder

Date :

Name :

Designation (Seal) :

18
## Annex-IV

### LIST OF ORDERS EXECUTED FOR SIMILAR SUPPLY DURING LAST THREE YEARS

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Quantity</th>
<th>Place of Installation and complete postal address</th>
<th>Year of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place: ____________________________  
Signature of Bidder

Date: ____________________________  
Name:

Designation (Seal):
# ANNEXURE- V

## TENDER SPECIFICATION

### DATA ON EXPERIENCE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Name of the Firm</td>
</tr>
<tr>
<td>b)</td>
<td>Standing of Firm as manufacturer of Equipment quoted.</td>
</tr>
<tr>
<td>c)</td>
<td>Description of equipment similar to that quoted supplied and installed with name to the party to whom supply was made as per annexure-V</td>
</tr>
<tr>
<td>d)</td>
<td>Detail of where installed etc</td>
</tr>
<tr>
<td>e)</td>
<td>Testing facilities at manufacturers work.</td>
</tr>
<tr>
<td>f)</td>
<td>If the firm is having collaboration with another firm / manufacturer, details regarding the same.</td>
</tr>
<tr>
<td>g)</td>
<td>A list of similar material store equipment of design, manufacturer tested and supply which are in successful operation in last three year with user certificate.</td>
</tr>
</tbody>
</table>

**Place :**

**Signature of Bidder**

**Date :**

**Name :**

**Designation (Seal) :**
ANNEXURE – VI

TENDER SPECIFICATION

Instruction for filing up Price Bid Schedules.

The bidder before filling up the Price Schedule will read keenly and carefully the below given instructions to avoid the ambiguities.

1. The bidder must assess and ascertain the rates to ensure that rates, quoted for all items are reasonable. Quoting unreasonable rates having striking incompatibility with the market value must be totally avoided.

2. In case the bidder intends to provide any item of material / on no cost or intends to execute any item on no cost he must write “free of cost” against that particular item in the column meant of quoting the value but must enter the quantity in full precisely as per the relevant quantity schedule. Similarly if the bidder has covered the cost of any specific item in any other item to bidder after recording the quantity must write as “including in item No. ______” in the column meant for value against that item.

3. Bidder in any case must not modify/amend any of the price bid format by deletion merging or incorporation of column / rates but must give his response in respect of every individual column / row as per instructions requirement without any minor distortion or deviation.

4. The bidder must not leave any item of material Schedule / Erection Schedule un-entered in his bid, as same as per norms shall be loaded as per the highest quoted rates amongst all the offers.

5. The bidder must ensure that quantity as per the relevant schedule is entered against every item and corresponding calculations of value / taxes are done carefully to avoid Arithmetical errors.

6. The bidder shall also ensure that total of each column / taxes of every schedule have been recorded correctly.

7. The bidder must quote every item of material as per the specifications attached with that item and in no case the bidder should quote for the alternative specifications as same will attract the loading as per the highest offered rates.

8. The bidder should in no case use phrases / terms like “NIL” “NA” & “Extra” etc in any place in the bid, but must strictly adhere to the instructions laid down in the instant instructions for filling up of the price bid. Alteration in the terminology shall not be accepted.

9. The bidder must ensure that every page of Price Bid including the instructions sheet and the Index sheet is signed by the authorized signatory.

10. Bidders must quote for entire scope of the work as a whole including all applicable taxes / duties / levies calculated item wise, in the price bid.
11. Bidders must go through all the terms and conditions given in the tender document in addition to the instructions given herein – before, before filling up the price bid to avoid ambiguities and rejection of the bid thereof.

N.B: The bidder are advised to go through the price bid carefully and fill up all the columns with detail without clubbing of prices. No post tender correspondence will be entertained for quoted price. However in case of change in statutory taxes and duties, the same should be brought to the notice of JKSPDC immediately and the same may be considered if only rate per unit basic price is mentioned in the original tender. Incomplete price bid will be liable of rejection.
ANNEXURE – VII

TENDER SPECIFICATION No GD/LJHP

COMPOSITE BANK GUARANTEE

This Guarantee bond is executed this __________________day, dated __________________________
by us the ______________________________________________________________________________________
(Bank) at __________________ P.O __________________ P.S________________________
Dist________________________ State____________________________________________

1. WHEREAS the Jammu & Kashmir State Power Development Corporation Limited a company
incorporated under the Companies Act. 1956 (herein after called the Company) has placed Order No.
____________________Dt.____________________(herein after called “the contractor” for carrying
the said agreement AND
2. WHEREAS the contractor has agreement to carry out the work to the company in terms of the said
agreement , AND
3. WHEREAS the company has agreed (1) to exempt the contractor from making paym
ent of security(2) to release 90 % payment of the cost of materials as per the said agreement and (3) to exempt from
performance guarantee on furnishing by the contractor to the company a Composite Bank Guarantee
of the value of 10 % (ten Percent) of the said agreement.

NOW THERFORE

1. In consideration of the company having agreed (1) to exempt the contractor from making payment of
security (2) releasing 95 % payment to the contractor (3) to exempt from furnishing performance guarantee in
terms of the said agreement as aforesaid, we, the __________________________________________________________________________ Bank
(herein after referred to as the bank) do hereby undertake to pay to the company an amount not exceeding Rs.
(Rupees __________________________________________________________________________)
against any loss or damage caused to or suffered by or would be caused to or suffered by the company by
reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said
agreement.

2. We the __________________________________________________________________________ do hereby undertake to
pay the amounts due and payable under this guarantee without any demur, merely on a demand from the
company stating that the amount claimed is due by way of loss or damage caused to or suffered by the
company by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the
said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made
on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
However, our liability under this guarantee shall be restricted to an amount not exceeding Rs__________
(Rupees __________________________________________________________________________)

3. We the __________________________________________________________________________Bank also undertake to pay the
company and money so demanded not withstanding any depute or disputes raised by the contractor(s) in any
of suit or proceeding instituted / pending before any Court or Tribunal related thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

4. We, the ________________________________ further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said agreement and that it shall continue to be so un-forceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till authorized officer of Jammu & Kashmir Power development corporation Ltd. Srinagar certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (__________________________) we shall be discharged from all liability under this guarantee thereafter.

5. We, (______________________________) further agree that the company shall have the fullest liberty without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance but the aid contractor (s) and shall not relieved from our liability by reason of any such variations or extension being granted to the said contractor (s) or for any for balance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing what so ever which under the law relating to sure ties would but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the bank or the contractor(s).

7. We, (__________________________________) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

Dated at __________________ the __________________ day of 20____

For ____________________________________.

(Indicate the name of the bank)

WITNESS :

1. 

2. 

N.B :

1. Name of the supplier
2. No & date of order / agreement
3. Name of the Bank
4. Validity period or date upto which the guarantee is valid

5. Signature of the constituent

Authority of the bank with Seal
ANNEXURE – VIII

TENDER SPECIFICATION

On Rs 100/- Non Judicial Stamp Paper

BANK GUARANTEE / SECURITY AGAINST HANDING OVER FORMAT

To

Executive Engineer

Generation Division

USHP-II, Kangan

1. Pursuant to the contract / work order (hereinafter referred as the contract) which __________________________________________ (Parties name and address) (hereinafter referred to as the contractor which expression shall include its successors, administrators, representatives and assignees) have concluded with Executive Engineer, Generation Division, USHP-II, Kangan (address) (hereinafter referred to as the client which expression shall include its successors, administrators, representatives and assignees) vide Contract / Work Order No. ___________________ dated __________ the contractor have undertaken to effectively complete the capital overhauling of Unit II

2. According to the said Contract / Work Order, the contractor has undertaken to provide an irrevocable B.G for Rs________________________ as security deposit (towards indemnification against loss or damage) for due fulfillment by the said contractor of the terms and conditions contained in the contract / Work Order.

3. We, ___________________________________________ (Bank), ___________________________________________ (address) (hereinafter referred to as Bank which expression shall include its successors, administrators, representatives and assignees) at the request of the said contractor do hereby to pay to JKSPDC an amount not exceeding Rs. ______________________ (in words), ______________________ against any loss or damage caused to or suffer or would be caused to or suffered by JKSPDC by reason of any breach by the said contractor of any of the terms and conditions contained in the said Contract / Work Order.

4. We, ___________________________________________ Bank, do hereby undertake to pay the amount due and payable under this Guarantee without demur, merely on a demand from JKSPDC stating that the amount claimed is due by way of loss or damage caused to or would be cause to or suffered by JKSPDC by reason of any breach of the said contractor if any of the terms and conditions contained in the said contract / work order or by reason of the said contractor failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

5. We, ___________________________________________ Bank, undertake to pay JKSPDC any money demanded notwithstanding any disputes raised by the said contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the said contractor shall have no claim against us for making such payment.

6. We, _____________________________ Bank, further agrees that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said contract and that it shall continue to be valid till take-over of the Unit II by JKSPDC, as specified in the said contract or till JKSPDC certified out by the said contractor and accordingly discharges and return this guarantee to us. This guarantee will not be discharged due to change in the constitution of the bank of the contractor.

7. We _____________________________ Bank, undertake not to revoke this guarantee during its currency except with the previous consent of JKSPDC in writing. Notwithstanding anything contained herein above our liability under this guarantee I restricted to Rs___________________(in words____________________) This guarantee will expire on ________________ (date). Any claims under this guarantee must be received by us in writing on or before ________________ (date) and if no such claims has been received by us by that date all your rights under this guarantee till cease to exist.

For _____________________________ Bank

Authorized Signatories

Witness

Seal of the Bank
ANNEXURE – IX

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

To
The Accounts Officer
With Chief Engineer, Generation Wing Kashmir,
JKSPDC, PDD Complex, Bemina, Srinagar (J&K)

WHEREAS, (Name of the Bidder)____________________ (hereinafter called "the BIDDER") has submitted his bid dated ______________ for (Name of Contract) ___________________ (hereinafter called "the Bid").

KNOW ALL men by these presents we (Name of Bank) ______________ of (Name of Country) __________________ having our registered office at ____________ (hereinafter called "the Bank") are bound unto the Accounts Officer, With Chief Engineer, Generation Wing Kashmir, PDD Complex, Bemina, Srinagar (J&K) in the sum of ______________ for which payment well and truly to be made to the JKSPDC, the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20____

THE CONDITIONS of this obligation are;

i) If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of Bid; or

ii) If the Bidder having been notified of the acceptance of his Bid by the JKSPDC during the period of bid validity;

a) Fails or refuses to execute the Proforma of Agreement in accordance with the Instructions to Bidders, if required; or

b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Accounts Officer, with Chief Engineer, Generation Wing Kashmir up to the above amount upon receipt of its first written demand, provided that in its demand the Accounts Officer, with Chief Engineer, Generation Wing Kashmir will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 210 days after the closing date of submission of bids as stated in the Information and Instructions and any demand in respect thereof should reach the Bank not later than the above date.

DATE……………. AUTHORISED SIGNATORY OF THE BANK
WITNESS……….. SEAL……………
(Signature, Name and Address)