



**OFFICE OF THE EXECUTIVE ENGINEER GENERATION
DIVISION USHP II KANGAN**

Email: xenekangan@gmail.com

E-NITNo: USHP-II/GD/ 60 of 2020-21

Dated:- 27 /02/2021

For and on behalf of the Managing Director, J&K State Power Development Corporation, sealed bids (Part-A: Techno Commercial Bid) & Part-B: (Price Bid) valid for 180 days, accompanied with earnest money in the shape of DD/ Bank Guarantee from any Nationalized/Scheduled Bank @ 2% of the estimated cost pledged to the Executive Engineers Generation Division USHP-II Kangan, are invited from Registered firms/ MSMEs/SSI unit holders/Licensed Electrical Contractors/registered Workshop owners having sufficient related experience for undertaking the following titled work at USHP-II Kangan.

Supply, Installation ,Testing and Commissioning of RTD's and TSD's for Unit I and III at the Power House USHP-II, Kangan as per scope.

The e-tender can be downloaded from jktenders.gov.in or jkspdc.nic.in. The tenders should be addressed to the Superintending Engineer, Generation Circle PDC Bemina. However, the downloaded document at the time of submission should be accompanied with cost of tender document in the shape of Demand Draft pledged to CP&AO Kangan along with EMD @2% of Estimated Cost pledged to Executive Engineers Generation Division USHP-II Kangan.

S. No	Description	Quantity	Estimated cost (Lacs)	Amount of EMD	Cost of tender specification (Non Refundable)	Time of completion
1.	Supply, Installation ,Testing and Commissioning of RTD's and TSD's for Unit I and III at the Power House USHP-II, Kangan as per scope.	As per scope	4.14 lacs (inclusive of all applicable taxes and duties including GST, Insurance etc.)	2 % of the estimate cost i.e. Rs 8280/-	Rs. 1000	20 Days

CRITICALDATES

1.	Date of issue of tender notice.	27/02/2021
2.	Period of downloading of bidding documents.	01/03/2021 to 16/03/2021
3.	Bid submission start date.	01/03/2021
4.	Bid submission end date.	16/03/2021
5.	Deadline for receiving the hard copies (CDR&EMD).	17/03/2021
6.	Date & time of opening of Online tenders (techno commercial).	18/03/2021

Note:

1. The price bid need to be uploaded online as only as such no need to submit along with the hard copy.
2. The bidders are advised to visit the site for assessment and go through the contents of this SBD before quoting the rates.

sd/
Executive Engineer
Generation Division
USHP-II Kangan

No: GD /USHP-II/1737-48

Dated: 27/02/2021

Copy to:-

- 1) Managing Director J&K SPDC, Jammu for information.
- 2) Director Finance, J&K SPDC, Jammu for information.
- 3) Chief Engineer, Generation Wing Kashmir, J&K SPDC, Sgr. for inf.
- 4) Superintending Engineer, Generation Circle-II, J&K SPDC, Sgr for inf.
- 5) AGM (E) Corporate office JKPDC, Srinagar for information. He is requested to kindly get the Notice uploaded on the website of J&K SPDC.
- 6) Deputy Director, J&K Information Department Srinagar with the request that the NIT may kindly be published in two local leading dailies of valley at an earliest, under an intimation to this division.
- 7) Chief Pay & Accounts Officer, PDC unit-Kangan for information.
- 08-12) Assistant Executive Engineer Gen. Sub Div/I/II/III & Mechanical for information.
- 13) Notice Board.
- 14) Master File

General Terms & Conditions and Instructions to the bidders

1.1. Invitation Receipt and Opening of Tenders

Sealed tenders are invited from Registered firms/ MSMEs/SSI unit holders/Licensed Electrical Contractors for **Supply, Installation ,Testing and Commissioning of RTD's and TSD's for Unit I and III at the Power House USHP-II, Kangan as per scope.**

1. The complete bidding process will be online. The copy of EMD, and all other required documents shall be uploaded online and same will be considered for technical bid opening. However, the hard copy of bid document along with EMD in original and Cost of tender document (DD) shall be submitted in the office of Superintending Engineer, Circle II PDC Bemina Srinagar by or before bid submission end date.
2. The bid (Hard Copy) of prospective bidders shall be rejected whose Tender Document fee (DD) and EMD cost are not received within the stipulated time.
3. Bid documents can be seen at & downloaded from the website www.jktenders.gov.in. The bid documents contain Qualifying criteria for the bidders, specifications, Bill of Quantities, terms & conditions and other details.

The following documents are to be uploaded along with the bid; otherwise the bid will be liable for rejection.

- i) DD on account of cost of tender document (**Pledged to CP & AO Kangan**).
- ii) Prescribed EMD (i.e 2 % of estimated value pledged to **Executive Engineer** Generation Division USHP-II Kangan).
- iii) Copy of Registration certificate.
- iv) Copy of valid GST Registration Certificate.
- v) Copy of Tax Clearance Certificate.
- vi) Copy of balance sheet / Turnover certificate.
- vii) No debarment Affidavit.
- viii) Copy of work orders / experience/performance certificates during last three years.

Any flexibility regarding techno-commercial qualification should be decided by the Bid Opening Committee whose decision should be binding on all participating bidders.

Authority reserves the right to: -

- i) Increase / Decrease the quantity of material/job.
 - ii) Reject any or all bids without assigning any reason thereof.
- 1.2. The online tenders (Techno commercial) shall be opened on the notified date or any subsequent day to the convenience of the Tender Opening Committee. The bidders or their authorized representatives may, if so desire, be present at the time of opening of tenders.
 - 1.3. In case the due date of receipt of tenders falls on a holiday or the holiday being declared subsequently the tenders will be received on next working day.
 - 1.4. The Bid Document shall comprise of Techno Commercial bid only along with EMD and Tender Cost in Original.
 - 1.5. The Price bid (BOQ) shall be submitted online only
 - 1.5.1. The tender document shall contain Earnest Money in the shape of DD or Bank Guarantee to the tune of Rs 2% of the estimated cost pledged to Executive Engineer, Generation Division

USHP-II Kangan. In case of non-submission of earnest money and cost of tender document, the tender shall be rejected right away.

1.5.2. TechnoCommercialPart:

- a) Tender Proforma
- b) Relevant documents for establishing the technical eligibility of the firm
- c) Relevant documents for qualifying the financial criteria of the tender document
- d) Documentary proof for experience.
- e) Proof for Annual turnover for the last two years duly certified.
- f) Valid (up to date) Registration certificate /Electrical License/MSME certificate or any other valid registration certificate
- g) Copy of GST and PAN
- h) Information regarding current litigation if any, in which the bidder is involved the parties concerned and the disputed amount
- i) No deviation certificate

1.5.3. Price Bid : Price Schedules as per BOQ of Biding Document

2.1 SCOPE

The scope of the work is as per the following description:

S. No.	Description	Quantity	Rate to be Quoted (inclusive of GST and other applicable taxes)
1.	Supply of RTDs of standard make and as per sample	20 No.	
2.	Supply of TSDs of standard make and as per sample	15 No.	
3.	Installation, Testing and commissioning of the above supplied RTDs and TSDs at the power house alongwith dismantling of old/damaged ones.	job	

Note:-

During execution of job, any minor work/material, necessarily required for successful completion shall be deemed to be included in the scope of work and no payment on this account shall be paid by JKSPDC. The machinery and T&P are deemed to be included in the scope for successful completion of the job.

3.0 QUALIFICATION CRITERIA

3.1. Technical Criteria

3.1.1 Experience of having successfully completed similar nature of 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 similar completed jobs costing not less than the amount equal to 40% of the estimated cost

Or

b. Two similar completed jobs costing not less than the amount equal to 50% of the estimated cost .

Or

c. One similar completed jobs costing not less than the amount equal to 80% of the estimated cost.

Similar nature of work means supply and successful installation of electro-mechanical/ hydraulic/Electrical/ Mechanical equipment.

3.2 Financial Criteria

Average annual financial turnover during the last 2 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

4.0. HANDLING OF DEVIATIONS

Offer must be complete in all respect and must contain confirmation/compliance to all Technical & Commercial points without any deviations i.e. ZERO DEVIATION OFFER, failing which the bids shall be liable for rejection. Pre-bid clarifications, if required may be sought from us immediately on floating of tender. The bidders should enclose NO DEVAITION CERTIFICATE along with the bid.

5.0 Modification prior to date of Tender opening:

The Executive Engineer Division USHP-II, Kangan JKSPDC may revise or amend the specifications and other conditions prior to the date notified for receiving the tenders. Such revision or amendments, if any, will be communicated to all prospective bidders as an addendum to this invitation for tenders through the media used for original NIT. In such case, if considered necessary, the date of receiving the tenders may also be extended at the discretion of the Executive Engineer.

6.0. Validity:

The tenders should be valid for a period of 180 days from the date of opening of the price bid.

7.0. Taxes & Duties:

The quoted rates shall be FIRM and FOR destination basis, inclusive of all taxes and duties, freight, insurance including GST etc. presently in vogue. The rates shall include costs attracted towards mandatory inspection/testing by JKSPDC.

8.0. Price Variation:

8.1 No price variation will be allowed. The quoted rates shall be valid for a period of six months from the date of opening of the price bid. The order placing authority shall have discretion to allocate the full or part of the advertised quantity/job to the qualifying bidder without assigning any reason. The authority also reserves the right to cancel the tenders at any stage. The order placing authority reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary during the execution of the contract.

8.2 No alterations, amendment, omission or variations of the works shall be made by the contractor except with the written orders of the order placing authority. With the alteration, if any variation in the works results in reduction/ increase in the contract price final rates shall be evolved as mutually agreed to by both the parties. In the event of the disagreement, the decision of the Managing Director JKSPDC shall prevail. However it shall be mandatory on part of firm so as to familiarize himself about scope of work and site conditions etc.

9.0 BID EVALUATION CRITERIA

9.1 General

- a. During bid evaluation, the Owner (JKSPDC) may request for clarification and the response shall be in writing and no change in substance of Bid is permitted.
- b. The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- c. The Owner may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, whether or not identified by the Bidder in 'Technical Deviations', and 'Commercial Deviations', to his Bid, and does not prejudice or affect the relative ranking of any Bidder, as a result of the technical and commercial evaluation.
- d. Prior to detailed evaluation, the Owner will determine each Bid is of acceptable quality, is generally complete. And is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (a) that affects in the scope, quality or performance of the contract; (b) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful Bidder's obligations under the Contract; or(c) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

9.2. Technical Evaluation

- a. The Owner/ Owner's Engineer will carry out a detailed evaluation of the Bids which are substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Owner will examine and compare all technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following factors:
 - i. Overall completeness and compliance with the Technical Specifications
 - ii. Suitability of the equipment offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

9.3. Commercial Evaluation

- 9.3.1. Bidders who have not completely furnished the details as per BOQ are liable to be rejected.

9.3.2 Comparison shall be of the Total Lump sum final evaluation price which shall be inclusive of all installation and other services required under the contract, plus the taxes and duties viz., GST as applicable.

9.3.3 Unless specifically indicated, all prices shall be FIRM. No enhancement of rate for whatever cause unless and until asked by JKSPDC will be allowed.

11.0. Contract and Agreement:

It will be obligatory on part of the successful bidder to execute a legal agreement with the Work Contract Placing Authority within 7(seven) days of placement of formal contract order. Sufficient copies of the Contract Agreement and specifications shall be supplied by the successful bidder to the order placing authority, the cost thereof shall be deemed to have been included in the prices offered.

11. Schedule of Works

11.1. The Bidder is required to organize his services in a systematic manner to ensure smooth execution and completion of the job as per schedule.

11.2. English Language and Metric Units shall be used in all documents, drawings reports, correspondences etc.

11.3. Bidder shall prepare a detailed schedule for preparation and submission of drawings at the beginning of the contract which shall be approved by JKSPDC. The approval shall be used for engineering activities (if applicable).

12.0 JOB EXECUTION:

12.1 All measures required for safe construction including safety norms are to be taken and the schemes are to be approved by JKSPDC before commencement of works. Besides, all personnel employed on the job are to follow safety requirement of JKSPDC and State Regulations as applicable from time to time. The Covid-19 pandemic protocols are to be adhered strictly while executing the job.

13.0. Inspection

Inspection call shall be given by the Executing agency to the Executive Engineer during execution of work and final inspection after successful completion of the job.

14.0 Retention of scrap:

All the scraps resulting from repair-work/ installation will be the property of the JKSPDC.

15.0. COMPLETION PERIOD:

The complete work shall be completed in all respects within **20 days** from the date of issue of work order. The Executing agency shall note that time of completion is the essence of contract & work must be completed within stipulated period. 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.

16.0. Time Extension

16.1. In case, the delay is attributable to the contractor, timely extension can be granted with imposition of penalties as envisaged in relevant clause of bid document.

16.2. In case the delay is attributable to the owner, the time extension shall be granted without any financial compensation.

17.0 LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to complete the Work as specified in Clause 15.0 hereof, the owner shall, without prejudice to its other remedies under the Contract, deduct the amount from running bills and also from deposits of the contractor due or which may become due to the Contractor, as liquidated damages (which is a genuine pre-estimate agreed by the parties hereto of the loss or damage which the purchaser would have suffered on account of delay without giving any proof of the loss or damages) a sum equivalent to 0.5% of the Contract price per week of delay or part thereof subject to a maximum of 5% of the Contract price as decided by Executive Engineer solely who shall have full authority in this regard. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works or from any of his obligations and liabilities under the Contract.

18.0 DEFECTS LIABILITY PERIOD:

- 18.1. The expression “ Defects Liability Period” shall mean a period of 12 months from the date of successful completion of the job confirmed by the concerned AEE or 18 months from the delivery of the items whichever is earlier.
- 18.2. Where any part of the Works is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.
- 18.3. If any defect appears or damage occurs during the defect liability period, the Assistant Executive Engineer shall forthwith notify the Contractor thereof. However, delay or failure of the AEE in notifying shall not relieve the Contractor from his liability for remedying the defects at his own cost.
- 18.4. Upon the receipt of such notice, the Contractor shall be responsible for making rectification to any defect in or damage to any part of the works which may appear or occur during the Defects liability Period and which arises from either;
 - a) any defective materials, workmanship or design, or
 - b) any act or omission of the Contractor during the Defects Liability Period.

The Contractor shall make good the defect or damage as soon as possible but not later than 20 days and at his own cost.

19.0 PAYMENT:

- a) 90% shall be made after successful completion of the job duly authenticated by the AEE concerned and issuance of taking over certificate issued by Executive Engineer.
- b) Balance 10% shall be released after completion of Defect Liability Period to be reckoned from the date of successful completion of the job as confirmed/verified by concerned AEE.
- c) In case the installation and commissioning part is not required to be undertaken due to any reasons, the payment would be made only for the supply part as follows:
 - i) 90% of the rate quoted against supply part by the successful bidder only after the quality of the material is certified by concerned AEE. Rest 10% after successful completion of defect liability period.
 - ii) In case of installation needed within 6 months from the issuance of LOA, same would be conveyed to the successful bidder and payment made as per the rate quoted for installation part in the BOQ.

20.0 Standard of Work.

The complete work to be carried out by successful bidder shall be carried in line with standard norms which shall be certified by the AEE concerned. The material supplied should be of standard make and free from any defects. The quality of the material should be in line with the relevant ISO standards and shall be confirmed/verified by the concerned AEE.

21.0 Force Majeure:

The contractor shall not be liable for any liquidated damages for delay or any failure to perform the contract arising out of force majeure conditions beyond his control including acts of God or the enemy of the Government viz. fires, floods, epidemic, quarantine related strikes, freight embargoes and defaults of such contracts due to any such cause, provided that the supplier shall within ten days from the beginning of such delay notify to the department in writing the cause of delay along with convincing substantial evidence. The department once convinced shall extend the supply completion period by a suitable/reasonable duration.

22.0. Arbitration:

In case the disputes are not resolved mutually, the matter shall be referred for arbitration. The arbitrator shall be appointed by Managing Director JKSPDC whose decision shall be final binding on both parties

"The arbitral tribunal shall not have any right/jurisdiction to award any interest on claim which is determined by it in the arbitration proceedings conducted by the tribunal"

23.0. Safety & Insurance of Contractors Employees:

The Risks of loss of or damage to physical property and of death and personal injury, which arise in consequence of the performance of the Contract, shall be responsibility of the contractor, duly covered by the risk insurance.

24.0. General:

- (a) The price of tender documents shall not be refunded under any circumstances whatsoever.
- (b) The bidder shall be deemed to have carefully examined various stipulations in this SBD and also to have fully informed himself with all conditions local and otherwise affecting the execution of the contract. Failure to do so shall be at his risk and cost.
- (c) Ambiguity in rates, if any shall be interpreted in favor of the Department.
- (d) All other terms and condition as laid down in PWD Form 25 shall form part of this tender document.
- (e) The tender document shall be returned to the department along with the technical bid with a certificate that all the conditions in the document acceptable to the bidder. A 'No deviation certificate' appended with this document shall be duly signed and stamped by the bidder. Deviations, if any, from technical and/or commercial conditions laid down in this document must explicitly be mentioned with the offer.

25.0 Geo-tagging & photographs:

The bills should be submitted with the pre, during and post work photographs and the co-ordinates of the site where the work is carried out. The payment shall not be released without submitting the required documents.

Executive Engineer
Generation Division
USHP-II, Kangan.

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 2021

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)

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

Place :
Date :

Signature of Bidder
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 ;

Sr N o	Clause No of Specification	Deviations from Specification	Justification for deviation

Place :

Date :

Signature of Bidder

Name :

Designation (Seal) :

Annex-IV

LIST OF ORDERS EXECUTED FOR SIMILAR SUPPLY/Works DURING

LAST THREE YEARS

Sr No	Quantity	Place of Installation and complete postal address	Year of completion

Place:
Date :

Signature of Bidder
Name :
Designation (Seal) :