



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

Email: [xenekangan@gmail.com](mailto:xenekangan@gmail.com)

E-NIT No: USHP II/GD/66 of 2020-21

Dated:- 27-03-2021

For and on behalf of the Managing Director, J&K State Power Development Corporation, sealed bids (Part-A: Prequalification & Techno Commercial Bid ) & Part- B:(Price Bid to be submitted online only) valid for 180 days, accompanied with Bid Security Declaration are invited from OEMS (original equipment manufacturers) / Registered firms/MSMEs having experience of the relevant job as laid down in bid document for undertaking:

" Design, Engineering, Manufacturing / Fabrication of new turbine top cover and its Supply, Installation, Testing and **Commissioning** for unit-I alongwith complete refurbishing of damaged top cover as per the scope of work envisaged in the tender Document". "

Section No	Description	Qty	Estimated cost (Lacs)	Amount Of EMD	Cost of tender specification (Non	Time of completion
A.	Design, Engineering, manufacturing / Fabrication of new turbine top cover and its Supply, Installation, Testing & Commissioning for 35 MW unit-I alongwith complete refurbishing of its damaged top cover of 3x35 MW Power House USHP-II Kangan as per scope of work envisaged in bid document.	Comp Job as per the Scope	162.00 inclusive of all taxes and duties	Bid security declaration	Rs. 5,000.00	90 Days

**CRITICAL DATES**

1.	Date of Issue of tender notice	27-03-2021
2.	Period of downloading of bidding documents.	27-03-2021 to 22-04-2021
3.	Bid submission start date	28-04-2021
4.	Bid submission end date	22-04-2021
5.	Deadline for receiving the hard copies (CDR & EMD). The date should be one day after bid submission end date.	23-04-2021
6.	Date & time of opening of prequalification & Techno commercial bid (Online).	24-04-2021

The tender can be downloaded from [jktenders.gov.in](http://jktenders.gov.in) or [jkspdc.nic.in](http://jkspdc.nic.in) (official website of JKPDC). The tenders should be addressed to the Chief Engineer, Generation Wing Kashmir Bemina (JKPDD complex) Srinagar. However, the cost of tender document in the shape of Demand Draft pledged to Chief Pays & Accounts officer USHP- II, Kangan.

- Note: 1. Bid documents of firms who have not performed work satisfactorily assigned to them as per the set norms of corporation shall not be entertained.
2. Bidders are requested to visit the power house before quoting the rates and acquaint themselves from the nature of job. Besides, the office of the undersigned can be contacted for getting any clarifications/ information regarding the work.

-Sd-

Executive Engineer  
Generation Division  
USHP II Kangan

No : GD /USHP-II/2030-41

Dated: 27-03-2021

Copy to:-

1. Managing Director J&KSPDC, Srinagar for information.
2. Director Finance, J&KSPDC, Srinagar for information .
3. Executive Director (Electric), JKSPDC, Srinagar for information.
4. Executive Director (Civil), JKSPDC, Srinagar for information.
5. Chief Engineer, Generation Wing Kashmir, J&K SPDC, Sgr. for inf.
6. Chief Engineer Civil Investigation & Design Wing JKSPDC, Srinagar for information.
7. Superintending Engineer, Generation Circle-II, J&K SPDC, Sgr for inf.
8. Company Secretary j &K SPDC, Srinagar for information.
9. Director, J&K Information Department Srinagar with the request that the NIT may kindly be got published in two National leading dailies as well as two local leading dailies of valley at an earliest, under an intimation to this division.
10. Chief Pay &Accounts Officer, PDC unit-Kangan for information.
11. Assistant Executive Engineer Gen . Sub Div/I/II/III & Mechanical for information.
12. Notice Board.
13. 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 **Design, Engineering, Manufacturing/fabrication of turbine top cover and its Supply, Installation, Testing & Commissioning for unit-I alongwith complete refurbishing of damaged top cover as per the scope of works envisaged in tender Document.**

1. The complete bidding process will be online. The copy of Bid security declaration(BSD), 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 Bid Security Declaration in original and Cost of tender document (DD) shall be submitted in the office of Chief Engineer, Generation Wing Kashmir PDC, JKPDD complex Bemina Srinagar J&K by or before bid submission end date.
  2. The bid (Hard Copy) of prospective bidders shall be rejected whose Tender Document fee (DD) and BSD are not received within the stipulated time.
  3. Bid documents can be seen at & downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in). The bid documents contain Qualifying criteria for the bidders, specifications, Bill of Quantities, terms & conditions and other details.
- a) The offer of those bidders, who shall provide satisfactory evidence to the owner of their capability and adequacy of resources to carry out the contract effectively, shall be considered for evaluation. Bids shall include the following information.
- i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the Bid.
  - ii) Total annual turnover for last three (3) years.
  - iii) Details of the works executed during last three years.
  - iv) Performance as prime Contractor for the supply of material and equipment of similar nature over the last five years, and details of other work in hand and contractual commitments.
  - v) Performance of the works of similar nature executed during last three years as prime contractor.
  - vi) The qualification and experience of key personnel proposed for carrying out the work.
  - vii) Reports on the financial capability of the bidder viz profit and loss statements, balance sheets and auditor's reports for the past three (3) years attested by chartered accountant.
  - viii) Evidence of access lines of credit, and availability of other financial resources.
  - ix) Information regarding any current litigation in which the Bidder is involved, the parties concerned and disputed amount.
- The bidder shall furnish detail of work in hand and current contract commitments.

(a) The bidder shall furnish list of testing facilities and adequate plant and manufacturing capacity available to execute the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the work under this specification).

(b) The bidder shall furnish resume of key personnel to be dedicated to the project along with organization chart. The key personnel assigned to the project shall not be engaged in other projects till the completion of this project.

The bidder shall have adequate field service organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required under the scope of work.

The bidder shall have established Quality Assurance System and Organization designed to achieve high level of equipment reliability during the manufacture, field installation activities and operations.

The Bidder shall submit the above details with documentary evidence to fulfill above eligibility requirements.

Notwithstanding anything stated above the owner reserves the right to assess the Bidder's capability and capacity to perform the contract, should the circumstances warrant.

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.

The techno-commercial qualification of bidders shall be decided by the Bid Opening Committee whose decision should be binding on all participating bidders.

- 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. Techno-Commercial Part:**

- 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 income tax clearance certificate
- h) Information regarding current litigation if any, in which the bidder is involved the parties concerned and the disputed amount
- i) No deviation certificate
- j) No blacklisting affidavit
- k) Details of workshop facilities with complete list of machinery and tools**

**1.5.2. 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	Details of the job	Qty	Rate to be quoted inclusive of GST & other taxes.
01.	Dismantling of all the assemblies and allied equipment necessary for successfully removing the damaged turbine top cover safely.	job	
02.	Design, Engineering , manufacturing / Fabrication of turbine top cover and its Supply, Installation, Testing & Commissioning along with allied necessary accessories of 35 MW unit-I of (3x35 MW ) Power House USHP-II Kangan. (as per machine sampleat site and/or drawing). The material used for manufacturing/fabrication should be of same or better (ASTM) grade. The job also includes sand blasting and painting (primer coats and subsequent coats of relevant paint as per painting protocol on steel structures for under water parts)	job	
03.	Complete refurbishing of damaged turbine top cover of 35 MW units-I of 3x35 MW Power House USHP-II Kangan.	job	
04.	Complete re- assembling of all the dismantled equipment along with new top cover and final boxing up of the machine successfully for its final commissioning.	job	
05.	Supply and installation of new shaft seal in place of damaged one for arresting of water leakage.	job	
06.	Centering and Re-alignment of the machine with adjustment of proper bearing clearances(UGB, LGB and TGB) with vibration analysis and dynamic balancing of the unit-I(complete job)	job	

### **Note:-**

During execution of job, any required 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. The rates should be FOR Kangan and no separate transportation costs would be paid by JKPCDC.

## 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 Firms having executed at least 1 work of RMU/ Design, Engineering, Fabrication, Supply, installation, Testing and commissioning of hydro-electric projects with Francis turbine of 35 MW unit or above or Design/Engineering/Manufacturing, Supply, installation, testing and commissioning of similar turbine top cover or Francis turbine not less than 35 MW capacity.

**Note:** The participating bidders shall own a ISO certified workshop having facilities of manufacturing Turbine Top cover for vertical Francis turbines of 35 MW capacity or more with suitable Boring and other necessary machines( dia 2.0 mtr or above)

### 3.2 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 individually by a sole Applicant or collectively by a Joint Venture. Annual financial Turnover for newly established companies shall be applicable from the financial year subsequent to the year of inception of the company, but should be 30% of the estimated cost.

### 4.0. HANDLING OF DEVIATIONS

Offer must be complete in all respects 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.

*Approval of sub vendors by the jkpsc is a must as and when required.*

## **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 in to 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.

The techno-commercial qualification of the bidders shall be decided by the Bid Opening Committee whose decision shall be binding on all participating bidders.

### **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 etc.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 15(fifteen) 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 time schedule of work completion including 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 execution of the allotted job/work 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 standard safety requirement including that of JKSPDC and State Regulations as applicable from time to time.



### **13.0. INSPECTION AND TESTING:**

#### **(i) Independent Inspection**

The Engineer-in-Charge shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications shall specify the inspection and tests required by Engineer-in-Charge. The Engineer-in-Charge may, delegate inspection and testing of contracted equipment or a part thereof to an independent Inspector and such independent Inspector shall be considered as the Engineer-in-Charge's Representative. Notice of such appointment shall be given by the Engineer-in-Charge to the Contractor.

#### **(ii) Inspection and Testing During Fabrication/Manufacture of supply items**

Any departmental representative or independent inspector nominated by Engineer-in-Charge shall be entitled during fabrication/manufacture to inspect, examine and test the materials and workmanship and check the progress of fabrication/manufacture of the Goods to be supplied under the Contract at the cost of contractor. This shall take place on the Contractor's premises. If the Goods are being fabricated/manufactured on other premises, the Contractor shall obtain permission for the Engineer-in-Charge to carry out such inspection, examination and testing on those premises.

The contractor shall certify that his persons conducting the tests are qualified specialist on the subject matter of relevant tests.

No such inspection, examination or testing shall release the Contractor from any obligation under the Contract.

#### **(iii) Dates for Inspection and Testing**

The Contractor shall give at least 21 days notice to the Chief Engineer, Generation wing his intention to carry out the inspection/tests. The Contractor shall agree with the Chief Engineer, Generation Wing Kashmir about the time and place for the testing of the Goods as provided in the Contract. The inspector nominated by Chief Engineer, Generation wing Kashmir shall give the Contractor at least 24 hours' notice of his intention to attend the tests.

#### **(iv) Facilities for Testing**

Where the Contract provides for tests on the premises of the Contractor or of any sub-contractor, the Contractor shall provide such assistance, documents, labour, materials, electricity, fuel, apparatus and instruments as may be necessary to carry out the tests efficiently.

### **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 **90 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 10% of the Contract price as decided by Executive Engineer. 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 24 months from the date of successful completion of the job confirmed by the concerned AEE.
- 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) No advance Payment under any circumstances.
- b) 70% payment shall be made after successful re-commissioning of unit-I after installation of new turbine top cover and receipt of refurbished old top cover and operation of machine at variable

loads for a period of 72 hours, duly authenticated by the AEE concerned and issuance of taking over certificate issued by Executive Engineer.

- c) 20% payment shall be released after continuous and successful operation of the unit-I for a period of 01 month confirmed/verified by concerned AEE.
- d) Balance 10% shall be released after Defect Liability Period of 24 months for which necessary certificate shall be issued by Engineer-in-charge.

**20.0 Quality Assurance.**

The complete work to be carried out by successful bidder shall be carried in line with standard norms which shall be certified by the Executive Engineer concerned. The material supplied should be of standard make and free from any defects. The quality of the material used for supply and manufacturing should be in line with the relevant ISO/ASTM standards and shall be confirmed/verified by the concerned AEE who shall have the authority to reject the material if not found upto the desired standard. The successful bidder shall provide the test reports from a third party certifying the standard of material and the fabrication processes carried during the manufacturing. Besides, the tests can also be performed in presence of the officer nominated by Engineer-in-charge if desired by the Chief Engineer. The facilities for which should be provided by the firm.

**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. The JKPCDC shall in no way be responsible for any accident nor compensate in any case.

**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 coordinates of the site where the work is carried out. The payment shall not be released without submitting the required document.

#### **26.0 PERFORMANCE SECURITY**

Within Thirty (30) days of the receipt of letter of award from the Purchaser but not later than the date of signing of Contract Agreement, the successful bidder shall furnish to the JKSPDC, performance security in the form of a Bank Guarantee for an amount equal to 3% (Three percent) of the contract price in accordance with the Conditions of Contract.

The performance security provided by the successful bidder in the form of an irrevocable Bank Guarantee, shall be in favour of **Executive Engineer, Generation Division USHP-II Kangan**, Power Development Corporation J & K issued by any nationalized/scheduled Indian Bank The Bank Guarantee Shall be on the proforma and shall remain valid until 90 days after the date of issue of Defects Liability Certificate.

#### **27.0 DRAWINGS:**

- i) After the award of Contract the supplier & purchaser will hold co-ordination meetings to finalize steps to be taken to implement the Contract including procedure for submission of drawings & approval thereof in such a manner & procedures which would bring out workable solution to step by step process.
- ii) One copy of the approved drawings shall be kept by the Contractor on the site and the same shall, at all reasonable times be available for inspection and use by the Engineer-in-Charge and the Engineer-in-Charge's Representative and by any other person authorized by the Engineer-in-Charge.
- iii) The firm should submit hard as well as soft copies of Drawings of all the new components.

#### **28.0 Transportation and Storage/Preservation**

- (a) The Contractor is required under the Contract to undertake transportation of goods from FOB/Ex-works to Project Site including clearing, forwarding and handling at port of entry, storage and preservation at site, intermediate location (if any) and further transportation to work site, including handling wherever required. All necessary transportation equipment including lifting and handling equipment shall be provided and/or hired by the Contractor at his own cost.
- (b) Where the Contractor is required to affect delivery under any other terms, for example, by post or to another address, the Contractor shall be required to meet all the expenses until delivery on site.

## **29.0 INDEMNIFICATION**

During the execution of the Capital Overhauling of the machine as envisaged in the scope of work, material required to be transported to the works site of firm's workshop outside the state for which firm shall submit an indemnity bond pledged to Executive Engineer Generation Division USHP-II, Kangan for an amount equal to the cost of the material taken outside the state for refurbishment. The indemnity bond shall remain valid till the refurbished parts shall received back in Power house, USHP-II, Kangan, duly verified by concerned officer of JKSPDC.

## **30.0 PENALTY.**

Penalty shall be levied on the firm proportionate to discharge available and average generation from any machine in operation as per prevailing sale rate per unit on day to day basis for the delay period beyond **90 days** from the date of handing over of machine to the firm.

## **31.0 DEMURRAGE, WHARFAGE ETC:-**

All demurrage, wharfage and other expenses incurred due to delayed clearances of the material or any reason shall be on account of the contractor.

sd/-

**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 240 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 18 (Eighteen) 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 intent/ detail purchase order failing which I / We clearly understand that the said Letter of Intent / 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)

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

**Place :**  
**Date :**

**Signature of Bidder**  
**Name :**  
**Designation (Seal) :**

**Annex-III**  
**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) :**



**Annexure IV**

**Bid Security Declaration**

(on the stamp paper , duly notarized)

**I/we hereby accept that if I/we withdraw or modify my/our bid during the period of the validity (240 days) or if I/we are awarded the contract and i/we fail to sign the contract or to submit the performance security (if asked for) before the due date, I/we be suspended for a period of Five years for participating in the bids/proposals issued by JKPDC.**

**Signature of the authorized signatory**

**Name of the authorized signatory**

**Name of the bidder**

**Date**

**Place**

**Annexure V**  
**INDEMNITY BOND**

This Indemnity bond is made this day \_\_\_\_\_ by \_\_\_\_\_,  
a company incorporated under the  
\_\_\_\_\_ having its Registered Office at \_\_\_\_\_

(hereinafter called as "Contractor" or "Obligee" which expression shall include its successors and permitted assigns) in favour of Chief Engineer, Generation Wing Kashmir and having its Project site at Ganderbal (J&K)(hereinafter called "JKSPDC" which expression shall include its successors and assigns):

WHEREAS JKSPDC has awarded to the Contractor a Contract for \_\_\_\_\_  
\_\_\_\_\_ of Equipment and materials of \_\_\_\_\_  
vide its Letter of Award/Contract No. \_\_\_\_\_  
(hereinafter called the "Contract") in terms of which JKSPDC is required to hand over various equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of JKSPDC for the Equipment handed over to it by JKSPDC for the purpose of performance to the Contract/Storage, Preservation, Erection portion of the contract (hereinafter called the "Equipment").

AND THEREFORE, This Indemnity Bond witnessed as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued as per attached schedule to be handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep JKSPDC indemnified, for the full value of the Equipment. The Contractor hereby acknowledges actual receipt of the initial installment of the Equipment etc. as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipment etc. as required by JKSPDC in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond as to form integral parts of this Bond. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of JKSPDC.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at JKSPDC Project site against all Contractor's risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commission in accordance with the terms of the Contract is taken over by JKSPDC. The Contractor undertake to keep JKSPDC harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertake that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That JKSPDC is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge/his representative or any other employees of JKSPDC authorized by him in this regard. Further, JKSPDC shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to use other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions or demand of JKSPDC to return the Equipment without any demur or reservations.
5. That this Indemnity Bond is irrevocable. If at any times any loss or damage occurs to the Equipment or the same or any part thereof if misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/his representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to JKSPDC without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to JKSPDC against the Contractor under the Contract and under this Indemnity Bond.
6. That any loss or damage as stipulated in Clause-40, Section-II, Volume-I of Bid document of the equipment and the material during transit, storage, handling, erection, testing, commissioning & operation and maintenance till the end of defect liability period at any stage shall be Contractor's responsibility and the replacement of the damaged equipment shall be entirely at Contractor's costs irrespective of the amount and time of receipt of any claim by the Contractor.

And in consideration of the provision of the Letters of Award/Contract No. \_\_\_\_\_, the Contractor has the obligation to insure the equipment until the Defect Liability Period. Therefore, the Indemnity Bond shall apply absolutely irrespective of the amount and time of receipt of any claim.

7. NOW THE CONDITION of the Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of JKSPDC, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

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