



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

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

**E-NIT No: USHP-II/GD/ 03 of 2022-23**

**Dated: 13-01-2023**

For and on behalf of the Managing Director, J&K 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/ CDR/FDR from any Nationalized/Scheduled Bank @ 2% of the estimated cost pledged to CP&AO Kangan are invited from Registered firms /joint ventures/ SSI unit holders/ Electrical contractors having sufficient experience in the relevant field for **Supply, Installation and Commissioning of Baffle Plates at Power USHP-II Kangan.**

The e-tender (two cover system) can be downloaded from [www.jktenders.gov.in](http://www.jktenders.gov.in) or [www.jkspdc.nic.in](http://www.jkspdc.nic.in). The e-tenders should be addressed to the Executive Engineer Generation Division USHP-II, Kangan. 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 OR preferably online transfer to account no. **0071010200005002**, IFSC Code **JAKA0KANGAN** & MICR Code **191051110** of **J&K Bank Kangan** with proper receipt attached.

S. No	Description	Qty	Estimated cost in Rs	Amount of EMD	Cost of tender specification (Non refundable)	Time of completion
01.	<b>Supply, Installation and Commissioning of Baffle Plates (as per Sample) in Place of damaged Ones including dismantling of damaged ones at Power USHP-II Kangan.</b>	<b>20no.'s</b>	<b>3.78 lacs</b>	<b>2 % of the estimate cost i.e Rs 7500/-</b>	<b>Rs. 500</b>	<b>30 Days</b>

**CRITICAL DATES**

1.	Date of issue of tender notice	<b>13-01-2023</b>
2.	Period of downloading of bidding documents.	<b>14-01-2023 to 02-02-2023</b>
3.	Bid submission start date	<b>14-01-2023</b>
4.	Bid submission end date	<b>02-02-2023</b>
5.	Deadline for receiving the hard copies (CDR&EMD).	<b>03-02-2023</b>
6.	Date & time of opening of Online tenders (techno commercial). (Tentative date)	<b>04-02-2023</b>

No.: GD /USHP-II/Tech/345-54

Dated: 13-01-2023

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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.
- 4) Superintending Engineer, Generation Circle-II, J&K SPDC, Sgr for inf.
- 5) Director , J&K Information Department Srinagar , 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.
- 6) AGM IT corporate office for uploading the e-NIT on official website of JKPDC.
- 7) Chief Pay & Accounts Officer, PDC Unit-Kangan for information.
- 08) Assistant Executive Engineer Gen. Sub Div III for information.
- 09) Notice Board.
- 10) Master File

## General Terms & Conditions and Instructions to the bidders

### 1.1. Invitation Receipt and Opening of Tenders

Sealed tenders are invited from registered contractors for **Supply, Installation and Commissioning of Baffle Plates (as per sample) at Power USHP-II Kangan**. The cost of the tender document shall be Rs. 500/= in the form of Demand Draft or Online Transfer. The tenders should be addressed to the Executive Engineer, Generation Division USHP-II Kangan.

- 1.1 The e-tender can be downloaded from [jktenders.gov.in](http://jktenders.gov.in). 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 OR preferably online transfer to account no. **0071010200005002** , IFSC Code **JAKA0KANGAN** & MICR Code **191051110 J&K Bank Kangan** with proper receipt attached.
- 1.2. The online tenders shall be opened on 04-02-2023 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 Tender should be submitted in double cover Part-A: Techno Commercial Bid & Part-B: Price Bid as described in tender notice.
- 1.5. The bidders shall submit bids in Three 2 separate sealed covers as under;

Part –I	Techno Commercial (hard copy and online) .
Part-II	Price bid (to be submitted online only)

All the two parts of the bid should be enclosed in a single outer envelope Super scribed as name of the bidder, e-NIT No. and due date of receipt shall be clearly written on the cover. The detail of each cover shall contain as under:

- 1.5.1. The tender document shall contain Earnest Money in the shape of CDR/FDR or preferably Bank Guarantee pledged to **Chief Paying & Accounts Officer Kangan** to the tune of Rs **7500/-**. In case of non-submission of earnest money and cost of tender document, the tender shall be rejected right away. However in case of NSIC/SSI unit registration in the relevant field any relaxation in cost of tender document or EMD or any other relaxation shall be as per the Government policy.

### 1.5.2. 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 similar/ parallel nature of works in Hydro power house.
- e) Copy of PAN
- f) Valid (up to date) Electrical License for conducting jobs of same Electrical Nature
- g) Copy of ITR /GST return
- 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 follows:

S.No	Description of work	Qty.	Rate	Amount
01	Supply of Baffle Plates (as per sample) to 35MW Vertical Shaft 10 Pole Synchronous Machines at Power USHP-II Kangan	20 no.		
02	Installation and commissioning of these baffle plates on two machines including removing of the existing damaged baffle plates. It also includes necessary nut-bolts and cork sheets (2mm, 4mm thickness) for packing purpose of baffle plates.	Complete job		
	<b>TOTAL</b>			

#### Note:-

1. After receiving LOA/LOI from the authority by the successful bidder he/she should immediately take sample from Engineer in charge with proper Gate Pass for further designing/supplying baffle plates as per these sample/samples.
2. 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/parallel nature of works in hydro power house 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.

Note: Similar job for the current work is defined as any electrical/electromechanical/mechanical work executed by the potential bidders

- 3.2.1 Bids may be submitted by individual firms or joint ventures as one of the following:

A single firm that meets all qualification requirements set forth.

Joint venture Companies meeting all qualification requirements set forth in relevant clauses & fulfilling all requisite conditions.

#### **4.0. EARNEST MONEY**

- 4.1. Earnest Money amounting to 2% -in the shape of DD/FDR OR preferably Bank Guarantee pledged to **Chief Paying & Accounts Officer Kangan** must be furnished along with the offer of the tender.
- 4.2 No bidder, unless otherwise specified in the specification, terms and conditions shall be exempted from depositing earnest money.
- 4.3 Tenders not accompanied with required amount of earnest money will be rejected and their price bid shall not be opened.
- 4.4 The earnest money of the bidder(s) shall be forfeited if he (they) with draws his (their) tender or revises the prices of his (their) offer within the validity period or violates any terms and conditions contained therein. The contract shall be deemed to have been entered into from the date of issue of letter of intent/LOA whichever is earlier.

#### **5.0. 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.

#### **6.0 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.

#### **7.0. Validity:**

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

#### **8.0. Prices:**

The quoted rates shall be FIRM and FOR destination basis, inclusive of all taxes and duties, freight, insurance etc. as the work is a turnkey job. The rates shall include costs attracted towards mandatory inspection/testing by JKSPDC.

#### **9 Price Variation:**

- 9.1 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 tender. The order placing authority shall have discretion to allocate the full or part of the advertised quantity to the qualifying bidder without assigning any reason. The authority also reserves the right to cancel the tenders. 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.
- 9.2 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 parities. In the event of the disagreement, the decision of the arbitrator shall prevail. However it shall be mandatory on part of firm to visit the site so that supplied pump motor assembly fits in the base. Any modification if any required for the fitting of pump shall be borne by the firm after necessary approval from the division.

#### **10.0. Taxes & Duties:**

The Income Tax, surcharge on Income Tax and other corporate taxes shall be responsibility of the Contractor payable to the concerned authorities. Tax clearance certificates shall be furnished with the tender. All custom duties, excise duties, GST, sales taxes and other taxes payable by the bidders or their vendors/sub-suppliers while procuring any components, sub-assemblies and raw-materials shall be included in the bid price and no claim on this behalf will be entertained by the JKSPDC.

### **11 BID EVALUATION CRITERIA**

#### **11.1 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.
- e. The Owner's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially

responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- f. Owner reserves the right to reject or accept any Bid without being responsible to the Bidder in any manner whatsoever. The Bidder shall quote for all the equipment and services as called for. The Owner reserves the right to place the order for all or part of the equipment and services.

## **11.2 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 the 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.
- b. Cost compensation will be worked out for any variation, declared or undeclared deviation acceptable to Owner, from specified scope and / or technical variation from tender specification of the Owner, as can be evaluated and assessed in the interest of the Owner. In determining the rupee value of the deviations, the Owner will use parameters consistent with those specified in the specifications and available to the Owner or worst parameters considered by any other Bidder.
- c. In the event of any contradiction in Bid, Owner reserves the right to cost-compensate for evaluation based on worst parameters that can be interpreted for non-compliance to specifications. In the event Bidder has not explicitly furnished any of the technical data, scope, scheme or details required for unambiguous assessment, the Owner may cost compensate based on worst possibility or worst parameters considered by any other Bidder for evaluation of Bid.

## **11.3 Commercial Evaluation**

11.3.1 Bidders who have not completely furnished the details as per format in 'Schedule of Prices' are liable to be rejected.

11.3.2 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., Sales Tax, Local Tax, Entry Tax and Octroi as applicable on the Ex-works price of equipment. The rates of Taxes and Duties applicable as on 15 days prior to the submission of price bid shall be considered for purpose of evaluation. The cost of all quantifiable deviations

and omissions from the contractual and commercial conditions would also be considered for purpose of evaluation.

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

#### **12.0. Contract and Agreement:**

It will be obligatory on part of the successful bidder to execute a legal agreement with the Executive Engineer within 07(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.

### **13 Schedule of Works**

- 13.1. The Bidder is required to organize his services in a systematic manner to ensure smooth execution and completion of the job as per schedule.
- 13.2. English Language and Metric Units shall be used in all documents, drawings reports, correspondences etc.
- 13.3. 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.

#### **14.0 JOB EXECUTION:**

14.1 All measures required for safe construction including safety norms are to be taken and the schemes are to be approved by JKPDC before commencement of works. Besides, all personnel employed on the job are to follow safety requirement of JKPDC and State Regulations as applicable form time to time.

#### **15.0 Inspection**

- a) Inspection call shall be given by the Repair agency to the Engineer in-charge/ JKSPDC after satisfactory completion of all the repair jobs.
- b) Supervision of work and Quality of supply material check (before installation) will be done by Engineer in charge/JKPDC.

#### **16.0 Retention of scrap:**

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

#### **17.0 COMPLETION PERIOD:**

The complete work shall be completed in all respects within **30 days** from the date of issue of work order or LOI whichever is earlier. 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.



## **18.0 Time Extension**

18.1 In case the delay is attributable to the contractor, timely extension can be granted with imposition of adequate penalties.

18.2 In case the delay is attributable to third party the time extension can be granted to the affected contractor with financial compensation and the additional financial implication charged to the third party in case third party is bound by an agreement with the owner.

18.3 In case the delay is attributable to the owner, the time extension shall be granted with financial compensation.

18.4 Delay due to natural events which occasion extension of time will not carry any financial entitlement/compensation to the contractor.

## **19.0 PAYMENT:**

- a) 90% payments towards cost of materials along with full taxes and duties will be made after completion of the work against duly verified bills of Asst. Executive Engineer concerned. **Remaining 10% payment shall be made after completion of defect liability period of Twelve (12) months.**
- b) All payments shall be made through Cheque/Demand Draft on a nationalized bank only. In case of payments through draft, the bank commission charges will be borne by the supplier.
- c) GST etc., if so applicable, will be deducted from the bills at the prevailing rate. TDS certificate to that effect shall however be issued.

## **20.0 LIQUIDATED DAMAGES FOR DELAY**

If the Contractor fails to complete the Work in the specified time, 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. 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.

## **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. 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 NIT 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 favour 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.

**24.0 Geo-tagging and 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 wouldn't be released before submitting these.

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**Executive Engineer**  
Generation Division  
USHP-II, Kangan.

**ANNEXURE-I**  
**TENDER SPECIFICATION No GD/USHP-II**  
**DECLARATION FORM**

**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 on day of 2018

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>	<b>Proof of Purchase of tender specifications</b>	
<b>3</b>	<b>Validity</b>	
<b>4</b>	<b>Price Basis- FIRM F.O.R Destination</b>	
<b>5</b>	<b>Terms of payment : Whether agreeable to JKSPDC terms</b>	Yes / No
<b>6</b>	<b>Completion period</b>	Within days from the date of issuance of
<b>7</b>	<b>Whether agreed to furnish 10 % Composite Bank Guarantee</b>	Yes / No
<b>8</b>	<b>Whether agreed to JKSPDC Liquidated damage terms</b>	Yes / No
<b>9</b>	<b>Whether material to be used bear ISI mark</b>	Yes / No
<b>10</b>	<b>Whether guaranteed technical particulars submitted</b>	Yes / No
<b>11</b>	<b>Whether agreed to all the terms &amp; conditions of the specification.</b>	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:**

**Signature of Bidder**

**Date :**

**Name :**

**Designation (Seal) :**

# ANNEXURE- V

## TENDER SPECIFICATION

### DATA ON EXPERIENCE

<b>a)</b>	Name of the Firm	
<b>b)</b>	Standing of Firm as manufacturer of Equipment quoted.	
<b>c)</b>	Description of equipment similar to that quoted supplied and installed with name to the party to whom supply was made as per annexure-V	
<b>d)</b>	Detail of where installed etc	
<b>e)</b>	Testing facilities at manufacturers work.	
<b>f)</b>	If the firm is having collaboration with another firm / manufacturer, details regarding the same.	
<b>g)</b>	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.	

**Place :**

**Signature of Bidder**

**Date :**

**Name :**  
**Designation (Seal) :**