

MECHANICAL IRRIGATION CONSTRUCTION DIVISION

**GOGJIBAGH
SRINAGAR**

Standard Bidding Document

For

Supply of Motorized Rubber Inflatable Boats

**NOTICE INVITING TENDERS
E NIT MICD/19 of 2015-16 dated: 28-12-2015
PARALLEL to e-NIT No. MICD/ 11 OF 2015-16 Dated: 20/10/2015**

Government of Jammu & Kashmir
Office Of The Executive Engineer,
Mechanical Irrigation Construction Division, Gogji Bagh, Srinagar
Phone No. : 0194 – 2310876, Email: exenmicdsrinagar@ifckashmir.com

NOTICE INVITING TENDER

e-NIT No. MICD/ 19 of 2015-16 Dated: 28-12-2015 Parallel to e-NIT No. 11 of 2015-16 dated 20/10/2015

For and on behalf of Governor of J&K State, Executive Engineer, Mechanical Irrigation Construction Division, Srinagar, invites tenders by e-tendering mode from IRS approved Original Equipment Manufacturers (OEMs) or their Authorized dealers for the following items of work. Due to inadequate response to eNIT/11 of 2015-16 dated 20/10/2015 a parallel NIT is being floated to ensure adequate competition and wide publicity. The bidding process shall be completed online in two covers viz. **Cover '1st'** –Tender fee and Earnest Money details, Deposit, fulfillment of prequalification criteria, technical specifications and acceptance to terms and conditions of the tender. **Cover '2nd'** - Financial Bid in the prescribed BOQ.

Note: Those Tenderers who have already quoted against e-NIT/11 of 2015-16 dated 20/10/2015 may or may not quote against this tender.

S. No.	Particulars of the work	Name of Division	Cost of document/ tender fee (In Rs.)	Earnest money (In Rs.)	Validity of Rates
1	2	3	4	5	6
1.	Supply of motorized rubber inflatable boats as per scope and specifications envisaged in tender Document.	Mechanical Irrigation Construction Division, Srinagar	1000.00	30000.00	180 days

Position of funds: Demanded

Key/critical Dates:

Date of Hosting In Website/ Publish date	28/12 /2015 (1800Hrs)	Pre bid meeting	04/01/2016 (1200 Hrs)
Document download/sale start date	29/12/2015 (1100Hrs)	Document download/sale end date	12/01/2015 (1600 Hrs)
Clarification start date	29/12/2015 (1100Hrs)	Clarification end date	12/01/2016 (1200Hrs)
Bid submission start date	29/12/2015 (1600 Hrs)	Bid submission end date	13/01/2016 (1630Hrs)
Deadline for receiving the hard copy (as specified in NIT)	14/01/2016 (1400 Hrs)	Bid opening date	15/01/2016 (1400 Hrs)

- Bid documents can be assessed at and downloaded from the websites www.ifckashmir.com/<http://jktenders.gov.in>.
- The pre bid meeting will be held in the office chamber of the Executive Engineer MICD Srinagar.
- The Bids shall be deposited on the website <http://jktenders.gov.in>
- The complete bidding process will be online <http://jktenders.gov.in>.
- The Technical bids received shall be opened online in the office of The Chief Engineer Kmr. I&FC Department, Srinagar along with eNIT/ 11 of 2015-16 dated 20/10/2015 on the same date.
- The Financial bids of the bidders who qualify on technical parameters shall be opened online in the office of The Chief Engineer Kmr. I&FC Department, Srinagar along with eNIT/ 11 of 2015-16 dated 20/10/2015 on the same date.

7. Bids must be accompanied with cost of Tender Document and bid security as specified in column 4 & 5 of the table above payable at Srinagar. The cost of downloaded tender documents should be in form of DD in favour of Executive Engineer MICD Srinagar payable at Srinagar. Bid security will have to be in form of CDR/FDR/Irrevocable Bank Guarantee of any scheduled Bank and shall have to be valid for one year or more after last date of receipt of Bid. The Bid security shall be pledged in favour of Chief Engineer, Kmr. I & F C Department Srinagar.
8. The cost of tender document in shape of DD, Earnest money in shape of CDR / FDR/IBG and hard copies of other relevant documents must be delivered in the office of The Chief Engineer Kmr. I & F C Department, Srinagar as mentioned above. Contact officer: Mr. Tariq (mobile No:9419024685)
9. Only the firms having executed similar nature of supplies shall be eligible to participate in the tendering process.
10. **The tenderers who have participated in eNIT/ 11 of 2015-16 dated 20/10/2015 can participate a fresh and their tender fee and EMD shall be considered from the existing tender.**
11. The bid for the supply of material shall remain open for acceptance for a period of **180 days** from the date of opening of bids. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
12. Other details can be seen in the bidding documents from the website <http://jktenders.gov.in>.
13. Queries by email if any should be made before above mentioned date at exenmicdsrinagar@ifckashmir.com

No: 2851-55

Date: 28-12-2015

Sd/-
Executive Engineer
Mech. Irri. Construction Division
Srinagar

Copy to the:-

1. Commissioner / Secretary to Govt. PHE/I&FC Dept. Srinagar for information please.
2. Divisional Commissioner, Kashmir for information please.
3. Chief Engineer Kmr. I & FC Dept. Srinagar for information please.
4. Superintending Engineer Mech. Circle I&FC Dept. Srinagar for information please.
5. Joint Director Information Department Srinagar for publication of this NIT in leading Daily Newspapers of J&K and National Dailies.
6. Admin. Departmental website (tenders@ifckashmir.com) with a request for hosting of the NIT on department website: www.ifckashmir.com
7. Notice Board /Record Keeper/ Mater File/ Stock File.

Instruction to Bidders Regarding e-tendering Process

- a. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
- b. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendor. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
- c. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- d. Bids will be opened online as per time schedule.
- e. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- f. The department will not be responsible for delay in online submission of bids whatsoever reasons may be
- g. All the required information for bid must be filled and submitted online
- h. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Speed/Registered post/courier as per time schedule specified.
- i. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
- j. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
- k. Bidders are advised to use “**My Documents**” area in their user on jktenders.gov.in, e-tendering portal to store important documents like Experience certificate, Balance sheet, VAT Certificate, Sales Tax Clearance Certificate and other related documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
- l. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes and it should be saved with the same as it contains.
- m. **Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, JPEG Scan properly**, convert scanned images to PDF
- n. The guidelines for submission of bid online can be downloaded from the website
- o. <http://jktenders.gov.in>

INSTRUCTIONS FOR BIDDERS

Tenders to be submitted under two cover system

A) COVER 1st (Technical Cover)

1. Self attested Scanned copies of below mentioned documents shall be uploaded and hard copies of the same be submitted through courier/ registered/ speed post/ by hand, in the office Chief Engineer, Kashmir I&FC Dept., Srinagar, well before the scheduled date and time as mentioned in the clause No. 8 of page 2 of this tender document. Hard copies of the bids received after the expiry of scheduled submission date and time will not be entertained. Contact Person: **Mr. Tariq (Mobile No.9419024685)**.
 - i. Earnest Money Deposit in the shape of CDR/ FDR / Irrevocable Bank Guarantee.
 - ii. Demand Draft towards the cost of tender document.
 - iii. Original authority letter under proper seal and signature from OEM. (in case of traders)
 - iv. Acceptance to Scope of work, technical specifications, general terms and conditions of NIT as per enclosed format (Appendix – C).
 - v. Sealed and signed copy of Appendix – B by the **Original equipment manufacturer AND the tenderer.**
 - vi. Latest “Sales Tax/ VAT Clearance Certificate” from the Sales Tax Authority of the State of J&K or any other State as applicable.
 - vii. Copy of TIN Registration.

Without aforementioned documents tender shall be out rightly rejected and cover 2nd shall not be opened for the firm who fail to upload or give hard copy of the same.

B) COVER 2nd: (Financial Cover) It shall contain the following:

Rates quoted by the bidders in the **BOQ (Bill of Quantities)** please note that financial bid shall be accepted only as per prescribed format, the tenderers must go through all the terms and conditions thoroughly and follow the instructions strictly.

“The quoted rate shall be for destination mentioned in the tender document inclusive of all taxes, duties, levies, charges, transportation cost and transit insurance cost. Commissioning/ demonstration of equipment and training to the nominated staff at consignee’s works. Rates should be firm and final and no escalation of cost shall be permissible in any case. Rates with conditionality or provision of escalation will be rejected”.

APPENDIX 'A'

TERMS AND CONDITIONS OF NOTICE INVITING TENDER

e-NIT No. MICD/ 19 of 2015-16 Dated: 28-12-2015

Parallel to e-NIT No. 11 of 2015-16 dated 20/10/2015

- 1. Consignee/Paying Authority:**
Executive Engineer, Mechanical Irrigation Construction Division, Gogji Bagh, Srinagar.
The tenders are invited on Goods delivered at the specified sites i.e. Consignee stores/ docking in river Jhelum in vicinity of Srinagar city inclusive of all Taxes, Duties, Carrying, Forwarding, Transit Insurance, Handling, Loading, Unloading and labour charges for accomplishing complete job as per the scope and specifications laid in the tender document.
- 2.** The offer should be valid for a period of 180 days from the date of opening of price bid. Such of the tenders which will not be valid for 180 days from the date of opening shall be rejected, even if the rates offered are lowest.
- 3.** The tenderer(s) shall have to quote separately for each item strictly in conformity with the terms and conditions of the tender notice.
- 4.** Conditional tenders shall be rejected even if the rates offered are found to be lowest. Tenders with the conditions such as 'Subject to Market Fluctuations' will also be rejected.
- 5.** The tender documents are non-transferable.
- 6. Inter-dependent Tender:**
Tender(s) which are dependent upon the quotations of other shall not be entertained.
- 7. Expenses for Tendering:**
The tenderer(s) shall not be entitled to any claim towards expenses incurred on incidental at the time of submission of the tenders or subsequent evaluation/ clarifications thereof.
- 8. Earnest Money:**
The tender(s) shall be accompanied with earnest money amounting to Rs. 30,000/- (Rupees thirty thousand only) in the form of CDR/ FDR/ Irrevocable Bank Guarantee from a scheduled Bank, pledged to Chief Engineer, Kashmir I & F C Department, Srinagar.

Tenderers should carefully note that:-

- i) Tenders not accompanied with requisite amount of earnest money shall not be entertained even if the rates offered are found to be lowest.
- ii) No exemption or concession towards furnishing of earnest money will be given to the tenderers registered with DGS&D/ NSIC Small Scale Units except the Small Scale Units registered with Director, Industries and Commerce Department J&K in which case guidelines framed by Industries Department shall apply.
- iii) The tenderers should bear in mind that the tender should be accompanied with fresh CDR/ FDR towards the earnest money, reference or claim of the firm for consideration of CDRs/ FDRs

already lying in the Department, towards earnest money with this tender, will be out rightly rejected.

9. Earnest money shall be refundable to unsuccessful tender(s) only after finalization of the tender and shall be retained in case of successful tenderer(s) which shall be treated as security deposit to be refunded after the successful completion of the supply/works or warranty term as the case may be.

The earnest money of the tenderer(s) who back outs or withdraws his tender or fails to abide by its offer after the acceptance is conveyed or posted to the addressee, shall be forfeited to the Government of J&K state besides other remedies available to it under any law being enforce in the State to recover the extra cost, if involved in getting the supply executed through some other agency, at defaulters risk and cost.

10. Opening of Tender:

Tenders shall be opened by the Chief Engineer, Kashmir I & F C Department, Srinagar in his office chambers on the due date or on any other subsequent date convenient to the Tender Opening Committee in presence of tenderer(s) who may wish to remain present at the time of opening of tenders. The tender shall be opened along with e-NIT/11 of 2015-16 dated 20-10-2015.

11. The Chief Engineer, Kashmir I & F C Department, Srinagar shall have the discretion to cancel the supply order at any time during its currency in case of default on the part of any supplier and make such arrangements as may be warranted by the situation at the risk and cost of the supplier.

12. The Chief Engineer, Kashmir I & FC Department, Srinagar reserves the rights to accept or reject any or all tender(s) in part or full without assigning any reason thereof.

13. The tenderer(s) should bear in mind that if it comes to the notice of Chief Engineer, Kashmir I&FC Department, Srinagar that they have within the specified period offered lower rate to any other party within the territorial limits of J&K State fall clause would be applied and proceedings will be started for effecting recovery of the difference for entire supply besides action initiated to black list the firm within the jurisdiction of the J&K State.

14. Validity of Rates:-

The rates approved shall remain valid for contract term of one year from the date of issue of job order.

15. Prices:

The tenderer(s) are required to quote net landed rates of the material to be delivered at Consignee's Stores or at specified docking places in river Jhelum in vicinity of Srinagar city for the complete job inclusive of all taxes, charges and levies etc.

The Rates quoted In **BOQ** should be net landed rates for goods delivered in consignee's workshop/stores inclusive of:

- a) Central Sales Tax (If Applicable)
- b) Value Added Tax (If Applicable)
- c) J&K State Entry Tax (If Applicable)
- d) Toll Tax (If Applicable)
- e) Freight Charges from station of dispatch including Transit Insurance, Carrying, Forwarding, Loading and Unloading of material at destination.

No extra claim towards any of above items shall be entertained in any case.

The tenderers should not quote/ mention any of above item as : *“as applicable at the time of supply”* and are as such advised to quote exact rates inclusive of all type of taxes, duties and charges as applicable. It is as such in the interest of the tenderers to check up the same from the concerned Departments of Govt. of India as well as J&K Sales Tax Department before quoting/ tendering the rates.

During the currency of the contract or after completion and complete taking over of the work no price escalation whatsoever shall be allowed in respect of any plant or machinery or materials or wages used or employed in connection with the execution of works.

In the event of any increase ordered by Govt. of India/ J&K Govt. in any of the taxes/ statutory levies during currency of the rate contract, such increase in rates shall have to be borne by the successful tenderer/ supplier. However in case of any decrease in such taxes/levies if any ordered during the currency of the rate contract, such benefits shall have to be passed on to the Department.

16. Testing/ Inspection:

The product/ material at site shall be inspected by Assistant Executive Engineer concerned or any other official(s) of the department designated by the Chief Engineer. Any modifications required shall be carried out by the suppliers to the satisfaction of the department.

The firm shall as such keep the department informed about arrival of material at site. It shall be obligatory on the part of the firm to rectify the defects pointed out by the AEE, if any, and also to incorporate any modification within the scope of work which may be deemed necessary for better performance/finish and workmanship. The supplier upon demand by the department or its representative shall rectify or replace defective unsuitable equipment.

The Chief Engineer Kashmir Irrigation & Flood control Department Srinagar reserves the right to nominate his representative for inspection of the goods at the works of the supplier/ manufacturers.

17. Insurance:

It is advised that the goods prior to dispatch be insured through a Nationalized Insurance Company upto its final destination, against all transit risks. The firm should, therefore, take appropriate insurance policy in advance for covering the transit of the goods, charges for which shall borne by the successful tenders and shall be included in his quoted rates. The department shall pay no extra charges on these accounts.

18. Mode of Dispatch:

The supplier shall dispatch the material through a reputed road transport agency direct from dispatching station up to destination. The material shall be suitably transported for which the supplier shall take due care keeping in view the limitation for maximum size and weight.

19. Completion period:

The supplies shall have to be completed in all respects including obtaining of necessary report from the AEE concerned to the effect of having received the supplies satisfactorily as per scope and specifications of the allotment order, within the stipulated period of 60 days from the date of issue of allotment order.

20. Terms of Payment:

95% (Ninety five Percent) payment along with 100% taxes shall be released on successful trial operation of each unit and report thereof by the AEE concerned and balance 05% (Five Percent) shall be kept in deposit and the same shall be released after completion of warranty period or

receipt of satisfactory performance certificate from the end user under whose jurisdiction these boats are to be used.

Income tax/ any other taxes/ charges may be deducted at source as may be required as per rules in force.

21. Performance Guarantee/ Warranty:

The firm shall be bound for satisfactory performance of supplied items for one year from the date of trial operation.

If during warranty period any malfunctioning/ defects arise, the firm shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm to remove the defect, the Department may get the defects removed/ repaired by any other agency and the cost thereof shall be recovered from the firm and shall be recommended for black listing.

Deposit amount/ earnest money shall be treated as:

- a) Security for the fulfillment of the contract.
- b) Satisfactory performance of the material/ equipment.
- c) Warranty against material and manufacturing defect.

22. Penalty:

In the event of firm's failing, declining, neglecting or delaying the supplies or in the event of any damage occurring or being caused by the firm or in the event of any default or failure by the firm in complying with any of the terms and conditions of the contract, the Chief Engineer Kashmir Irrigation & Flood control Department Srinagar shall with or without prejudice to any other remedies available to it under any law for the time being enforce in the State:

- a) Terminate the contract after 30 days' notice
and/or
- b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department.
and/or
- c) Recover the extra cost, if any, involved in allotting contract to other party.
and/or
- d) Impose of penalty in the form of liquidated damages on account of delay beyond the schedule delivery period subject to one fourth value of contract per fortnight and not exceeding 10% value of the contract.
and/or
- d) Impose a penalty not exceeding 10% (ten) on the value of contract as Chief Engineer Kashmir Irrigation & Flood control Department Srinagar may deem fit and/or forfeit the earnest money / security deposit.

23. Force Majeure:

Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or approved supplier one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency.

24. Arbitration:

If at any time, any question, dispute or difference whatsoever shall arise between the parties upon or in relation to or in connection with the contract, either of the parties may give the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred for award to two Arbitrators, one to be nominated by the Department and the other by the approved supplier. In case of such arbitrators not agreeing then award of an Umpire to be appointed by the Arbitrators in writing before proceedings with the reference and the decision of the Arbitrators or in the event of their not agreeing of the Umpire appointed by them shall be final and binding on the parties, such a notice of the existence of any question or dispute or difference in connection with the contract shall be served by either party within 45 days (forty five days) of difference failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred upon every or any such reference the cost of incidentals of the reference and award respectively shall be at the discretion of the arbitrator and in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between party and party shall direct by whom to whom and in what manner the same shall be formed and paid. The revision of the J&K Arbitration Act Samvat 2002 and of the rules thereunder the statutory modification whereof shall be deemed to apply to the arbitration, disputes, if any regarding reference to Courts shall be subject to the jurisdiction of the J&K Courts only.

25. Specifications of Material/job:

Tenderers must quote for exact specifications and scope as given in Appendix "B" and there shall be no deviation from the approved parameters. Any deviation if deemed necessary as per design based on site conditions and in order to ensure better performance of the equipment/ job may, however, be allowed by the authority designated for approval of design/ the supervising authority without affecting the scope of work.

While having submitted the tender by e-tendering method, it is understood that the tenderer is well versed with the working site/ site conditions and the terrain etc. It is as such advised that the firm shall visit and inspect the site well before casting its tender.

26. Clarifications:

In respect of any clarification of the conditions/technical provisions set forth in the tender documents the tenderer(s) shall address this office in person/ writing/email as per the time schedule envisaged in the instructions to bidders.

The prospective bidder/s or their designated representative, who have downloaded the bid document are invited to attend a pre-bid meeting which will take place as per date and venue given in e-tender notice. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised by the due date.

The bidder is requested, as far as possible, to submit queries (if any) by courier or by fax/e-mail to reach the Department well in time for scheduled pre-bid meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be hosted on website.

Any modifications of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by department exclusively through the issue of an Amendment/ Corrigendum/ Addendum/ Clarifications/ etc. which shall be hosted on the concerned website.

Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder. Any failure by Bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the scope of contract/agreement.

Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation / stipulation/ clarification/ assumption.

27. Amendment of bidding document

At any time prior to the deadline for submission of bids, the Employer or his authorized representative(s) may, for any reason whether at its own initiative or in response to a clarification requested by Bidders, modify the Bidding Document by Amendments/ Corrigendum/ Addendum/ Clarifications / etc. (if any).

The Amendment shall be part of the Bidding Document. All Amendments/ Corrigendum/ Addendum/ Clarifications / etc. (if any) shall be hosted on the concerned website only and shall not be published in newspapers or sent by post/e-mail to bidders.

Bidders have to take into consideration of all such Amendments/ addendum(s)/ corrigendum(s)/ clarifications, etc. web hosted, before submitting the bid.

In order to accord bidder reasonable time to take the Amendment into account in preparing their bids, the Employer or his authorized representative(s) may, at its discretion, extend the deadline for the submission of bids. The tenders are invited on Goods delivered at consignee's stockyard/ Stores/ docking in river Jhelum in Srinagar vicinity, inclusive of all Taxes & Duties (which ever are applicable), as well as charges for Carrying, Forwarding, Transit Insurance, Handling, Loading, Unloading and Stacking etc. It is advised that the firm shall visit and look over the destination well before casting its tender.

28. Validity of Rates:

The offer should be valid for a period of one year from the date of tender opening. Such of the tenders which will not be valid for one year from the date of opening of tender shall be rejected, even if the rates offered are lowest.

The rates approved shall be firm and fixed and shall remain valid for a period of one year from the date of issue of supply order/ contract. Quantities given in the tender are tentative and may vary depending upon the requirement of the department. The department may place one or more subsequent supply order(s) with successful tender(s) if required, during the validity period/ currency of contract in order to meet the requirement of the department.

In case the rates approved by any other Government Department of J&K state, for similar type of material for the current financial year or during the currency of the contract are found lower than the rates approved against this NIT of Irrigation & Flood Control Dept. Srinagar, in that case lower of the two rates will be applicable from the effective date of such new rates and shall be applicable in respect of quantity of material not offered for inspection till such effective date, against supply orders under execution at that time as well as for further supply orders to be placed with successful tenderers against this NIT/ contract, during the currency of the contract.

In case during the currency period of the Rate Contract of Irrigation & Flood Control Dept. Srinagar, the DGS&D finalizes the rate contracts for similar items and the rates so approved by

DGS&D are found in any case lower than the rates approved by Irrigation & Flood Control Dept. Srinagar against this tender, in that case lower of the two rates will be applicable from the effective date of DGS&D Rate Contract. Such lower rates arrived at shall be applicable in respect of quantity of material not offered for inspection till such effective date, against supply orders under execution at that time as well as for further supply orders to be placed with successful tenderers against this NIT/Contract during the currency of the contract.

The offer of the second lowest firm may be considered only in the event first overall lowest firm declines or fails to execute the order on rates finalized/ approved by the department. In the event, department feels or finds that the first lowest firm is deficient in executing complete supplies in the scheduled delivery period, the department, in the interest of government works, may consider to divide supplies for placement of order among two or more firms provided the firms agree to execute supplies on the rates approved by the department. However, the decision of the departmental purchase committee shall be final in this regard.

29. Agreement:

As soon as supply order is communicated to the firm, the contract shall be complete and binding upon them, the firm shall also be required to execute an agreement with the department within seven days from the date of issue of supply order which has to be returned to this office duly filled up, signed and sealed (Page wise) by the proprietor or any other authorized officer of the firm witnessed by two persons and attested by the Notary. Three copies of the supply order duly signed by the proprietor or any other authorized officer of the firm in token of acceptance of supply order should also accompany the agreement. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the Allotment order in favour of successful firm.

The contract shall be deemed to have been entered into at Srinagar within ordinary civil jurisdiction of J&K Court only.

All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.

30. Provisional taking over:

Following successful inspection, testing and commissioning of the equipment, trial operation shall take place under the supervision of the department. On the occasion of the successful trial operation to the satisfaction of the department, certificate related to provisional taking over of items shall be issued by the department duly signed by both parties to the effect stating that the contractor has fulfilled his contractual obligations to the satisfaction of the department effective on the date of issuance of the said certificate. This shall mark the commencement of warranty period.

31. Training of staff:

The supplier, at his own risk and cost, shall arrange deputation of at least one competent engineer to train up two departmental representatives in the operation and maintenance of each unit of tendered out equipment.

32. Documentation:

The equipment shall be accompanied with inspection report conducted by I.R.S (Indian Register of Shipping) at the time of manufacturing and testing report/ inspection report, manufacturer's test certificate and other operation and maintenance manuals/ catalogues from the OEM.

33. **e-NIT No. 11 of 2015-16 Dated 20/10/2015:**

This e-NIT is being floated to enhance competition and is a parallel NIT to the e-NIT No. 11 of 2015-16 dated 20/10/2015 read with corrigendum No. MICD/2443-47 dated 18/11/2015. Both the e-NITs shall evaluate together in order to save time of department and the participating tenderers who have already submitted their bids. The bid opening dates of both the e-NITs shall be adjusted accordingly and shall be evaluated simultaneously.

Sd/-

**Executive Engineer
Mechanical Irrigation Construction Division
Srinagar**

NOTICE INVITING TENDER

**e-NIT No. MICD/ 19 of 2015-16 Dated: 28-12-2015 Parallel to e-NIT No. 11 of 2015-16 dated
20/10/2015**

APPENDIX “B”

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. SCOPE:

Design, manufacture, supply, testing, commissioning and trial run of “02 nos. motorized rubber inflatable boats manufactured and tested as per I.R.S (Indian Register of Shipping).” Boats have to be powered and propelled by suitable rated OBM 4-stroke. The boats shall have provision for 8-10 persons or for 2000 lbs weight.

The broad and generalized site parameters and technical details are given here under:

Site parameters:

1. Altitude	=	1600 AMSL
2. Temperature	=	-10 ⁰ C (Min.) to 37 ⁰ C (Max.)
3. Density of river water	=	1000 kg/cum
4. Velocity of stream	=	03 meters/second
5. Wind speed	=	40Km/hr.

Duties:

The boat shall conform to perform the following tasks at river Jhelum/ lakes/ waterways in various towns:

- i. Flood monitoring/ Random boat patrol
- ii. Inspection boat
- iii. General duties

Boat design:

The boat shall be hydro-dynamically and aerodynamically designed to meet the stability and operational criteria against capsizing in swamped conditions, safely and effectively as per international standards and shall offer good manoeuvrability and throttle response throughout its speed range. The boat shall be constructed in accordance with an internationally proven hull design and shall meet the principle particulars mentioned above. The hull construction shall conform to Indian Registrar of Shipping (IRS) rules.

i. Design and construction plans: The Design of the boat should be approved by IRS. The following parameters shall be taken care of during its design and construction duly approved by I.R.S (Indian Register of Shipping) for the following:

- a. The boat should be provided with sufficient buoyancy in order to make the boat unsinkable and should perform satisfactorily.
- b. Because of the requirement of operating the boat in very shallow water and in swampy areas filled with undergrowth. The boat should be hydro-dynamically designed with low draft.
- c. Boats shall be inspected by IRS during the manufacturing process. Manufacturers’ test certificate along with test reports in respect of tests and inspection conducted by IRS during manufacturing process/ final inspection etc shall be submitted before dispatch of the boats along with copy of design approved by IRS.

ii. Tests and trials: Test, trial and swamp test shall be certified by IRS.

iii. Performance testing would be done in any river as desired by the Chief Engineer Kashmir Irrigation and Flood Control Department, Srinagar.

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- iv. **Propulsion system:** Only one make of OBM should be quoted. The acceptable makes of OBM are Mercury/ Evinrude Johnson/ Mariner/ Yamaha/ Honda/ Suzuki.
- v. **Service facility:** The OBM offered must have full service facility in India.
- vi. **Colour of boat:** Blue
- vii. **Packing and marking:** Stores shall be packed properly to avoid any damage during transit, loading/ unloading. The boat shall be marked with a serial number, the maker's name, trade mark, the date of manufacture and the words "KASHMIR I&FC DEPARTMENT".

TABLE – A (To be quoted by the firm)

S. no.	Particulars	Specifications to be quoted
BOAT		
1.	Make	
2.	Model	
3.	Dimensions:	
	a. Overall Length (Minimum 4.4 Meters)	
	b. Overall breadth	
	c. Depth (Hull only)	
OUTBOARD MOTOR (OBM)		
1.	Make	
2.	Model	
3.	Material of construction of propellers	

TABLE – B (To be confirmed by the firm)

S. no.	Particulars	Min required specification	Specifications to be confirmed
A. BOAT			
1.	Capacity	8-10 person or 2000 lbs weight	
2.	Design	It shall have minimum four separate air chambers, out of which three air chambers shall be in main hull, and fourth air chamber, shall be in the inflatable keel.	
3.	Construction	The boat shall have reinforced strips under air chamber and keel rubbing strake for extra strength, under the main air chamber	
4.	Material of Construction (MOC)	The hull, air tuber (chambers), keels shall be made from Hyplon with 1670 DENIER. The fabric to carry an approval of BSMA (British standard Manufacturer Association) 16 or IMO (International Maritime Organization) LSA (Life Saving Appliances) regulation or equivalent.	

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5.	Transom	The boat shall be provided with plastic coated Transom to form a water proof cocoon.	
6.	Floor board	The floor board shall be inter-locking type of Polyethylene material/ marine plywood with fiber glass reinforced plastic coating with carry bag.	
7.	Draught	Max. of 0.3 mtrs	
8.	Handles	The boat shall have four carrying handles, and front lifting handle.	
9.	Towing	There shall be two stainless steel "D" rings for towing.	
10.	Oarlocks	There shall be built in oarlocks for easy rowing	
OUTBOARD MOTOR			
1	Type	4-stroke; E.F.I	
2	Rated power of OBM	25 HP	
3	Fuel	Petrol	
4	Starting	Manual	
5	Total fuel tank capacity	Min. 25 ltrs	
6	Cooling system	Water cooled with thermostat	
7	Engine protection warning system	Low oil pressure, overheat, over-rev.	

C. ACCESSORIES			
1	Repair & Tool Kit	OBM impeller-1 no., Impeller key – 02 nos., spark plug – 02 nos., OBM water pump repair kit – 02 nos., rubber patches – 10 nos., adhesive – 0.5 kgs, air valves – 02 nos., hose clamps – 04 nos., starting rope – 02 nos. and all necessary standard tools. The items to be new, unused and suiting to latest design and specifications.	
2	Foot Pump	02 nos. with each boat	
3	Electric Pump	12 Volt Battery operated	
4	Thwart	To be provided	
5	Carrying bag	To be provided	
6	Oars	Aluminum oars – 02 nos.	
7	Safety gear	10 nos. life jackets and 02 nos. life buoys.	
8	Mooring rope	To be provided as per IRS	
9	Special features/ accessories		
	a.	Weather proof first aid box - 01 no.	
	b.	Portable bilge pump- 01 no.	
	c.	User manual of boat and OBM	
	d.	Connecting fuel pipe.	
	e.	Life line – 02 nos. (15 mtrs each)	

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IMPORTANT:

Information in 'TABLE - A' has to be specifically quoted by the tenderer/ OEM, as asked for. No post tender clarifications shall be sought. Tender shall be liable to be rejected if not quoted in accordance with the requirement of the NIT.

Pre-bid meeting

Any clarification if deemed necessary by the tenderer shall be sought during the pre-bid meeting. Any other parameter/ detail not mentioned herein but which may be deemed necessary by the manufacturer/ supplier for efficient performance of the offered item must be got incorporated by the manufacturer/ supplier with suitable justification.

Similarly any deviation from the stated parameters shall have also to be suitably justified by the supplier during the pre-bid meeting. No post tender modification/ deviations shall be as such allowed. Tenderer must ensure completeness of tender in all respects/ technical specifications/ terms and conditions. No post tender clarification shall be sought in any case.

Inspection /Test Certificates

The inspection of boats shall be conducted by IRS at the time of manufacturing. The firm shall have to furnish a test certificate in respect of equipment to the effect that the equipment supplied to the department is tested for all essential parameters and has been found to be conforming to the specifications/ IRS approved design. The copy of test certificate of the manufacture in respect of equipment has also to be furnished along with the advance copy of the dispatch documents to the consignee.

Installation & After Sales service:

The firm shall also be responsible for providing necessary know how for installation, operation and maintenance of the equipment and it shall be obligatory on the part of the firm to attend to the calls of the department made to seek after sales service for the equipment supplied.

Testing & commissioning:

The boats shall be tested and commissioned by the representative of the manufacturer at consignee's site in presence of the departmental representatives. Following successful inspection, testing and commissioning of the equipment, trial operation shall take place under the supervision of the department. On the occasion of the successful trial operation to the satisfaction of the department, certificate related to provisional taking over of items shall be issued by the department duly signed by both parties to the effect stating that the contractor has fulfilled his contractual obligations to the satisfaction of the department effective on the date of issuance of the said certificate. This shall mark the commencement of warranty period.

Guarantee/ warranty:

The whole equipment shall carry minimum 12 month warranty as per OEM's standards.

Operational and maintenance Manual

The firm shall also provide two sets of Operation, Maintenance & Instruction Manual along with the Equipment

Any clarifications regarding detail of work/specifications as envisaged above should be sought before submission of tenders by e-tendering mode as provided of the terms and conditions of the e-NIT. No claims for post tender or post allotment amendments shall be entertained.

Sd/-

**Executive Engineer
Mech. Irri. Construction Division
Srinagar**

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(APPENDIX – C)

Certificate of Acceptance of Terms & Conditions

The Chief Engineer,
Kmr. I & F C Department,
Srinagar.

Sub: - Acceptance of terms and conditions and technical details.

Ref: - e-NIT No. MICD/ 19 of 2015-16 Dated: 28-12-2015 Parallel to e-NIT No. 11 of 2015-16 dated 20/10/2015

Sir,

We have downloaded and read all the terms and conditions and technical details contained in the Standard Bidding Document of the above referred e-NIT. It is hereby certified that we accept all the terms and conditions of tender and agree to supply the goods/ execute the works in accordance with the details mentioned in the Standard Bidding Document.

Yours faithfully

Date: -

Name & Signature
with seal of the firm

Note: - This document should be downloaded, printed by the bidder and duly signed with seal. The signed document should be scanned and uploaded along with cover-I (prequalification/technical bid). However, the hard copy of complete terms and conditions duly accepted should be submitted along with other documents before the date & time specified for the same.