

MECHANICAL IRRIGATION CONSTRUCTION DIVISION

**GOGJIBAGH
SRINAGAR**

Standard Bidding Document

For

SUPPLY OF EMPTY CEMENT BAGS.

**NOTICE INVITING TENDER
e-NIT No. MICD/ 23 OF 2015-16 Dated: 03 -02-2016**

Phone No. : 0194 – 2310876, Email : exenmicdsrinagar@ifckashmir.com

NOTICE INVITING TENDER
e-NIT No. MICD/ 23 OF 2015-16 Dated:03-02-2016

For and on behalf of Governor of J&K State, Executive Engineer, Mechanical Irrigation Construction Division, Srinagar, invites tenders by e-tendering mode from the reputed manufacturers/contractors/firms for the following items of work. The bidding process shall be completed in single cover viz Tender fee and Earnest Money details, Deposit, fulfillment of prequalification criteria, technical specifications and acceptance to terms and conditions of the tender and Financial Bid in the prescribed BOQ.

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 old Empty Cement bags for flood control department. The EC bags shall be of synthetic type having good quality without any damage having single throat cut for earth/ sand filling, serviceable, free from dust and moisture and having a capacity of 1.2 cft.	Mechanical Irrigation Construction Division, Srinagar	1000.00	44,000/-	180days

Position of funds: Demanded.

Key/critical Dates:

Date of Hosting In Website/ Publish date	3-02-2016 (1400Hrs)	Document download/sale end date	12-02-2016 (1600 Hrs).
Document download/ sale start date	3-02-2016 (1600Hrs)	Bid submission end date	15-02-2016 (1600Hrs)
Bid submission start date	3-02-2016 (1700 Hrs)	Bid opening date	17-02-2016 (1400 Hrs)
Deadline for receiving the hard copy (as specified in NIT) 16-02-2016 (1600 Hrs)			

1. Bid documents can be assessed at and downloaded from the websites www.ifckashmir.com / <http://jktenders.gov.in>
2. The Bids shall be deposited on the website <http://jktenders.gov.in>
3. The complete bidding process will be online <http://jktenders.gov.in>.
4. The bids received shall be opened online in the office of the Chief Engineer, Kashmir I&FC Deptt., Srinagar on the date given above.
5. Bids must be accompanied by bid security and cost of Tender Document as specified in column 4 & 5 of the table payable at Srinagar.
 - a. **Bid Security** to be pledged in favour of Chief Engineer, Kashmir I & F.C. department, Srinagar. **Bid Security** will have to be in form of CDR/FDR of any scheduled Bank and shall have to be valid for one year or more after last date of receipt of Bid.
 - b. The **cost of downloaded tender documents** should be in form of DD in favour of Executive Engineer MICD Srinagar payable at Srinagar.
6. The hard copies of cost of tender document in shape of DD, Earnest money in shape of CDR / FDR and other relevant documents must be delivered to the office of the Chief Engineer, Kashmir I&FC Deptt., Srinagar up to date and time specified above.
Contact Person: Mr. Tariq : Mobile No: 09419024685

7. Only the firms having sound experience in similar type of job can participate in the tendering process and having supplied similar nature of item to at least 25% of the tendered amount shall be eligible to participate in the tendering process.
8. 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.
9. Other details can be seen in the bidding documents from the website <http://jktenders.gov.in>.
10. Queries by email if any should be made at exenmicdsrinagar@ifckashmir.com

No: 3163-69

Date: 03-02-2016

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

Copy to the:-

1. Commissioner / Secretary to Govt. PHE/I&FC Deptt. Srinagar for information please.
2. Divisional Commissioner, Kashmir for information please.
3. Chief Engineer Kmr. I& FC Deptt. Srinagar for information please.
4. Superintending Engineer Mech. Circle I& FC Deptt. 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 (admin@ifckashmir.com) with a request for hosting of the NIT on departments 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. 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 Chief Engineer, Kashmir I&FC Deptt., Srinagar, well before the scheduled date and time as mentioned in the clause No. 6 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.
 - ii. Demand Draft towards the cost of tender document.
 - iii. Acceptance to Scope of work, technical specifications, general terms and conditions of NIT (Appendix C)
 - iv. APPENDIX “B” with seal and sign of the firm.
 - v. Proof of Experience in the line.
 - vi. Latest “Sales Tax/VAT Clearance Certificate” issued by competent authority under the provision of the J&K GST Act, 1962 and J&K VAT Act 2005.
 - vii. Copy of TIN Registration / DIC registration/ Govt. Contractor registration.Without aforementioned documents tender shall be out rightly rejected.

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. Rates shall be inclusive of unloading, shifting and proper stacking in designated departmental stores. The tenderers are advised to inspect the sites and understand difficulties/terrain and site conditions. 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/ 23 OF 2015-16 Dated: 03 -02-2016 issued vide No: 3163-69
Dated:03-02-2016

- 1. Consignee/Paying Authority:**
Executive Engineer, Mechanical Irrigation Construction Division, Gogji Bagh, Srinagar.
The tenders are invited on Goods delivered/services/work rendered at the specified sites i.e at Central Stores, Gogji Bagh, MICD Srinagar and/or Lethpora stores MICD Srinagar 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 Rs44,000/- in the form of CDR/FDR pledged to Executive Engineer MICD, 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&FC Deptt., 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.
- 11.** The Chief Engineer, Kashmir I&FC Deptt., 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 Deptt., 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 the Chief Engineer, Kashmir I&FC Deptt., 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 processing's 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/services to be rendered at central stores, MICD, GogjiBagh and or Lethpora stores MICD Srinagar, for the complete job inclusive of all taxes, charges and levies etc. **Rates shall be inclusive of unloading, shifting and proper stacking in designated departmental stores. The tenderers are advised to inspect the sites and understand difficulties/terrain and site conditions before quoting the rate.**
The tenderers should not quote/mention any item as :“as applicable at the time of supply/execution of job” and are as such advised to quote exact rate inclusive of all type of taxes, duties and charges as applicable. It is as such in the interest of the tenderers to consult for the same from the concerned Departments of Govt. of India as well as J&K Sales Tax Department before quoting / tendering the rates.
16. 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.
17. **Testing/Inspection:**
The material at site shall be inspected by Assistant Executive Engineer, Stores Transport sub Division MICD, Sgr or any other designated inspection authority nominated by The Chief Engineer, Kashmir I&FC Deptt., Srinagar at that time, by suitable sample surveying method and all the supplies shall be carried out by the firm under his strict supervision.
Random packets shall be selected from the whole lot, opened in presence of the representative/s of the firm and checked, if any, discrepancy or defect is found the whole lot shall be rejected straightaway. In such event, the whole supply shall have to be repeated at the risk and cost of the firm. It shall be obligatory on the part of the firm to rectify the defects pointed out by the AEE, if any.
However, the discretion of the inspecting authority for method /mode of inspection shall be final.
18. **Insurance:**
It is advised that the goods prior to dispatch be insured through a Nationalized Insurance Company up to its final destination, against all transit risks. The firm shall therefore have to take appropriate insurance policy in advance for covering the dispatch the transit of the good, 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.
19. **Mode of Dispatch:**
The supplier shall dispatch the material through a reputed road transport agency direct from dispatching station up to destination. **The material i.e. bags shall be suitably packed in packets of 50 each** duly fastened with suitable rope/strands each packet.
The material shall be suitably transported for which the supplier shall take due care keeping in view the limitation for maximum size and weight.
20. **Completion period:**
The work shall have to be completed in all respects including obtaining of necessary report from the AEE concerned to the effect of having completed the supplies satisfactorily as per scope and specifications of the allotment order, within the stipulated period **45** days from the date of issue of allotment order.

21. Terms of Payment:

In no case advance payment shall be made.

90% (Ninety Percent) payment shall be released after completion of the supply at site and necessary verification thereof by the concerned AEE stores (inspecting authority). All taxes applicable shall be deducted at source.

Balance 10% (Ten Percent) shall be kept in deposit and the same shall be released after receipt of satisfactory material check certificate and completion of supply in all respects from the AEE stores Transport Sub Division.

22. Guarantee:

The firm shall be bound for proving guarantee that during final inspection if the bags are found to be defective, the firm shall have to replace the same within a period of two days of receipt of intimation. In case of any failure on the part of the firm to replace the defective bags, the Department may purchase the bags from any other agency and the cost thereof shall be recovered from the firm and shall be recommended for black listing.

The EMD of the successful firm shall be retained as guarantee/ security deposit against the following:-

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

23. Penalty:

In the event of firm's failing, declining, neglecting or delaying the supplies/works 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.

24. 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.

25. 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 there under 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.

26. 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.

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.

27. 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 (Pagewise) by the prop. or any other authorized officer of the firm witnessed by two persons and attested by the Notary. One copy of the supply order duly signed by the Prop. 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.

**Sd/-
Executive Engineer
Mechanical Irrigation Construction Division
Srinagar**

Office Of The Executive Engineer,
Mechanical Irrigation Construction Division, Gogji Bagh Srinagar
Phone No. : 0194 - 2319876 Email : exenmicdsrinagar@ifckashmir.com

NOTICE INVITING TENDER
e-NIT No. MICD/23 OF 2015-16 Dated: 03 -02-2016 issued vide No:3163-69 Dated 03-02-2016

APPENDIX "B"

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

S.No.	Particulars	Quantity
01.	Supply of old Empty Cement bags for flood control department. The EC bags shall be of synthetic type having good quality without any damage having single throat cut for earth/ sand filling, serviceable, free from dust and moisture and having a capacity of 1.2 cft.	7,00,000 Bags

Important:

Tenderers are advised to visit and inspect the site before quoting their rates. 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. Rates shall be inclusive of unloading, shifting and proper stacking in designated departmental stores. 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

Sd/-
Executive Engineer
Mechanical Irrigation Construction Division
Srinagar

Name & Signature
With seal of the firm

APPENDIX-“C”

Certificate of Acceptance of Terms & Conditions

The Chief Engineer,
Kashmir I&FC Deptt.,
Srinagar

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

Ref :- e-NIT NO:MICD/23 of 2015-16 Dated:03-02-2016

Sir,

We have downloaded and read all the terms and conditions and technical details contained in the SBD 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 technical specifications.

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).