

**GOVERNMENT OF JAMMU & KASHMIR**  
**OFFICE OF THE SUPERINTENDING ENGINEER, MECHANICAL CIRCLE,**  
**IRRIGATION AND FLOOD CONTROL DEPARTMENT SRINAGAR.**

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**TENDER DOCUMENT**  
**FOR**  
**e – Global Tender**

**No: MCO/I&FC/01 of 2015 Dated: 29 – 05 – 2015.**

For and on behalf of Governor of J&K State, tenders are invited from Intending eligible, Registered & Reputed Manufacturers/ Joint Venture Consortiums/ Authorized Representatives of OEM & those who have Supplied & Maintained Such Equipment Globally/ In India having or possessing Satisfactory Performance and excellent track record with documentary evidence from Respective Govt. /Semi Govt. Departments /Corporations /State or National level Undertakings, for the following subject equipment along with auxiliaries and its maintenance.

**1.0. DESIGN, SUPPLY AND COMMISSIONING OF CUTTER SUCTION DREDGE;**

Selection, Design, Manufacture, Packaging, Forwarding, Assembling, Installation, Testing, Commissioning and Trial Running of "Cutter Suction Dredge (CSD) having propulsion system capable of meeting the following requirements/parameters and in concurrence to the hydraulic data/parameters as per the scope of NIT at Consignee's destination/site

- 1.0.1. Capable of dredging up to a depth of 9 meters from the average free surface of water.
- 1.0.2. Having a heavy duty dredge pump centrifugal type, capable of generating a discharge of 1000 cum of slurry per hour having solid concentration of minimum 15% by volume at the drop point through a minimum lead of 1000M.
- 1.0.3. Have sufficient buoyancy and stability conforming to all relevant inclination tests governed by marine classification society as warranted to remain afloat in flowing water channel having minimum current of 2m/sec.
- 1.0.4. Having self-propulsion system for manoeuvring purposes from site to site within water channel against water current of 2m/sec.

*Kashmir Irrigation and Flood Control Department, Srinagar.*

1.0.5. Being portable to be transported by sea, rail or road up to Consignee's destination in the Kashmir Valley, the summer capital of State of Jammu & Kashmir (India).

## 2.0. **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)**

Annual maintenance contract for Management, Maintenance and Upkeep of Cutter Suction Dredge on Extensive and Comprehensive Basis and its Allied auxiliaries/items for Preventive, Periodical, Routine and Major Maintenance and Running Repairs of Suction Cutter Dredge in Two Shifts as and when required / as Guaranteed by the Guidelines under the provisions of Maintenance and Repair Schedules Prevalent and as guided by the Manufacturer's recommendations and schedules for a period of minimum Two years. The annual maintenance contract shall include those items/spares also which need to be replaced / repaired under normal wear and tear circumstances and periodical replacements irrespective of the status of item to be replaced as guided and warranted by the manufacturer's guidelines and maintenance schedules.

All the Spares, Consumables, POL's (Excluding of energy fuel HSD for operation) and maintenance of the dredge shall have to be arranged by the Contractor/ Bidder at his own Expenses.

## 3.0. **BROAD BAND INFORMATION**

<b>General</b>	
Client Name	Kashmir, Irrigation & Flood Control Department, Srinagar
Circle	Mechanical Circle, Kashmir I&FC Department, Srinagar
Division	Flood Mechanical Division, Baramulla
IFB No.	Tender Notice No. MCO/I&FC/01 of 2015
Name of Work	Selection, Design, manufacture, packing, forwarding, assembling at site, installation, testing, commissioning of portable hydraulic powered cutter suction dredge (CSD) and its AMC for a period of 2 years.
Quantity	02 Units
Bidding Type	Open
<b>Amount Details</b>	

Bid Document Fee ( Non Refundable )	INR 20,000.00 BY Demand Draft
Bid Document Fee Payable in form of DD	Superintending Engineer, Mechanical Circle, I&FC Department, Srinagar.
Earnest Money Deposit	INR 24, 00,000.00 in form of FDR/CDR of nationalized banks only having a branch in Jammu and Kashmir State of India.
EMD in form of FDR/CDR in favour of	Chief Accounts Officer, Kashmir I&FC Department, Srinagar.
<b>Tender Dates</b>	
Bid Document Downloading Start Date	01 – 06 – 2015 from 10:00 am
Pre Bid consultation	15 – 06 – 2015 at 11:00 am
Venue	Chief Engineer, Kashmir I&FC Department Srinagar's office at Rajbagh Srinagar.
Bid Submission Start Date	22 – 06 – 2015 from 10:00 am
Bid Submission End Date	04 – 07 – 2015 up to 4:00 pm
Deadline for receiving hard copies of bids	06 – 07 – 2015 up to 4:00 pm
Bid Validity Period	180 days from the last date of online submission of the tender.
Submission of physical documents	<b>Physical documents:</b> (1) Tender Fee (in INR) (2) Letter of Application. (3) EMD (Earnest Money Deposit in INR) (4) Company Profile & Other supportive Documents for PQA (5) PAN Card. (Permanent Account Number card for national bidders) (6) Service Tax Number
Officer Inviting Bids	Superintending Engineer,

	Mechanical Circle, I&FC Department Srinagar
Bid Opening Authority	Chief Engineer, Kashmir I&FC Department, Srinagar
Address	Chief Engineer Kashmir I&FC Department, Srinagar's office at Rajbagh Srinagar.

The tenders consisting of qualifying/eligibility criteria, general and commercial terms and conditions of contract and other details can be seen/downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in)

The bids shall be submitted in electronic format on the website [www.jktenders.gov.in](http://www.jktenders.gov.in). The bids uploaded on the website up to due date and time will be opened on the time and date (given in the list of important dates enclosed), in the office of the Chief Engineer, Kashmir I&FC Department Srinagar in presence of the bidders who wish to attend. In case offices happen to be closed due to holiday, or any other reason, on the schedule date of opening, the bids will be opened on the next working day at the scheduled time and venue or on any day convenient/feasible to the tender opening authority of the Department.

**THE COMPLETE BIDDING SHALL BE ONLINE IN TWO COVER SYSTEM:**

Cover 1<sup>st</sup> of bids shall be opened online in the office of the Chief Engineer, Kashmir I&FC Department, Srinagar on the next date of receipt of tenders or any other date and time convenient to Chief Engineer.

The date and time of opening of 2<sup>nd</sup> cover i.e. Financial Bids shall be notified separately and the bidders will automatically get notified through e-mail on their registered e-mail address. The Financial bids of qualified bidders shall be opened online on same website in the office of the Chief Engineer, Kashmir I&FC Department, Srinagar.

The bids for the work shall remain valid for a period of 180 days from the date of opening of bids.

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**GENERAL TERMS AND CONDITIONS**

**1. SUBJECT OF WORK:**

**1.1. DESIGN, SUPPLY AND COMMISSIONING OF CUTTER SUCTION DREDGE:**

Selection, Design, Manufacture, Packaging, Forwarding, Assembling, Installation, Testing, Commissioning and Trial Running of "Cutter Suction Dredge (CSD) having self propulsion system capable of meeting the following requirements/parameters and in concurrence to the hydraulic data/parameters as per the scope of NIT at Consignee's destination/site

- 1.1.1. Capable of dredging to a depth of 9 meters from the average free surface of water.
- 1.1.2. Having a heavy duty dredge pump centrifugal type, capable of generating a discharge of 1000 cum of slurry per hour having solid concentration of minimum 15% by volume at the drop point through a lead of 1000 M.
- 1.1.3. Have sufficient buoyancy and stability conforming to all relevant inclination tests governed by marine classification society as warranted to remain afloat in flowing water channel having minimum current of 2m/sec.
- 1.1.4. Having self-propulsion system for manoeuvring purposes from site to site within water channel against water current of 2m/sec.
- 1.1.5. Being portable to be transported by sea, rail or road up to Consignee's destination in the Kashmir Valley, the summer capital of State of Jammu & Kashmir (India).

**1.2. ANNUAL MAINTENANCE CONTRACT (AMC)**

Annual maintenance contract for Management, Maintenance and Upkeep of Cutter Suction Dredge on Extensive and Comprehensive Basis and its Allied auxiliaries/items for Preventive, Periodical, Routine and Major Maintenance and Running Repairs of Suction Cutter Dredge in Two Shifts as and when required / as Guaranteed by the Guide Lines under the provisions of Maintenance and Repair Schedules Prevalent and as guided by the Manufacturer's recommendations and schedules for a period of minimum Two years. The annual maintenance contract shall include those

items/spares also which need to be replaced / repaired under normal wear and tear circumstances and periodical replacements irrespective of the status of item to be replaced as guided and warranted by the manufacturer's guidelines and maintenance schedules.

All the Spares, Consumables, POL's (Excluding of energy fuel HSD for operation) and maintenance of the dredge shall have to be arranged by the Contractor/ Bidder at his own Expenses.

2. The Cost of "Tender Document" is INR 20,000.00 which shall be furnished in the shape of Demand Draft, drawn in the favour of the **Superintending Engineer, Mechanical Circle, I&FC Department, Srinagar**, drawn from a scheduled bank having a branch in Jammu and Kashmir.
3. The bids shall be submitted in electronic format on the website [www.jktenders.gov.in](http://www.jktenders.gov.in). The bids uploaded on the website up to due date and time will be opened on the time and date (given in the list of important dates enclosed), in the office of the Chief Engineer, I&FC Department Kashmir Srinagar in presence of the bidders who wish to attend. In case Offices happen to be closed on the scheduled date of opening due to holiday or any other reason, the bids will be opened on the next working day at the scheduled time and venue or on any day convenient/feasible to the tender opening authority of the Department.
4. **SUBMISSION OF TENDERS:** The tenders shall be submitted on line in two covers.
  - 5.1. **FIRST COVER:**

FIRST COVER i.e. Techno / Commercial bid shall be opened online in the office of the Chief Engineer I&FC Deptt. Kashmir, Srinagar on the next day of receipt of Tenders or any other date & time convenient to tender opened authority. The first cover shall contain the following documents as applicable:

    - 5.1.1. Copy of demand draft for Rs. 20,000/- (Indian Rupees Twenty Thousand) towards cost of tender document
    - 5.1.2. Scanned copy of the Bank Document in respect of Earnest money for INR 24,00,000 (Indian Rupees Twenty Four Lacs) only, in the shape of CDR/FDR.
    - 5.1.3. Scanned copy of Tax Registration Certificate with TIN.

**5.1.4.** Scanned copy of Sales Tax Clearance Certificates of the latest quarter, or Sales Tax Return on Form '64' showing Tin No. therein. (applicable for national level bidder)

**5.1.5.** Scanned copy of PAN Card and Experience Certificate.

**5.1.6.** Scanned copy of General Terms and Conditions, Technical Data as per Annexure "A" & "B" Commercial Terms & Conditions as per Annexure "C" of this Tender Document, duly confirmed/authenticated/signed by authorized signatory.

## **5.2. SECOND COVER**

Second cover shall comprise of financial bid (BOQ).

**6.** The prices quoted shall be all inclusive of all taxes and duties, transit insurance, freight by road/rail from manufacturers works up to the site except J&K State entry Tax which shall be paid by the contracting agency as per actuals and shall be reimbursed by the Department as per actuals subject to the production of necessary documents.

**7. EARNEST MONEY:** The tenders shall be accompanied with an earnest money for an amount of INR **24,00,000.00** (Indian Rupees twenty four lacs) only, in the shape of CDR /FDR , from a scheduled Bank having its branch in Kashmir, pledged to the Chief Accounts Officer, Kashmir I&FC Department Kashmir Srinagar, valid for a period of 24 months from the date of opening of tenders (First Cover).

**8.** Tenders not accompanied with earnest money, shall be rejected out rightly and no clarification whatsoever shall be sought in this matter.

**9. VALIDITY:** The tenders shall be valid for a period of 180 days from the date of opening of Financial Bid.

**10.** Any tender uploaded on expiry of prescribed date & time, will be treated as an invalid tender.

**11.** After the tenders are opened, no tenderer shall be allowed to change the equipment offered by him or the Prices or terms and conditions quoted by him, unless specifically asked to do so by the Department in writing by way of clarifications.

**12.** The Chief Engineer, I&FC Department Kashmir Srinagar reserves the right to himself to reject, or, accept any or all tenders in part or in full, without assigning any reason thereof.



13. For any typographical error or omission in the various conditions and contents of the tender document, the interpretation as given by the Department will be final and binding upon the tenderers.
14. Conditional tenders such as "SUBJECT TO MARKET FLUCTUATION" etc. will not be accepted.
15. The rates quoted shall be up to **Free at Site** of the consignee's destination/site of operation or assembling.
16. No claim shall be entertained by the department either in respect of interest or depreciation in value for the amount of security deposit or earnest money deposit. In the case of bank deposits the department shall not be responsible for any loss on account of failure of bank.
17. The earnest money deposit shall be refunded in favour of unsuccessful tenderer immediately after finalization of the tender, whereas it shall be retained in case of successful tenderer and treated as security deposit to be refunded after successful completion of the contract.
18. The earnest money deposit of the tenderer/s shall be forfeited if they withdraw their tender or revise the prices of their offer within the validity period or do not comply with the purchase order placed with them or violate any of the terms and conditions contained herein.
19. Any change in the specification of the equipment as a result of expert advice to Government, will be accepted by the contractor.
20. No mobilization advance shall be given if desired by the successful bidder by the department.
21. Tenders not submitted on the lines indicated are liable to be rejected without correspondence.
22. The prices are firm and final except to any revision in Excise Duty, Sales tax structure to be allowed as applicable at the time of delivery subject to production of documentary proof.
23. In case of any damage due to mishandling or faulty workmanship of allied accessories or to the equipment as a whole, resulting into reduction of normal life span/efficiency of the spares or the equipment as guaranteed by the firm/manufacturer, the cost thereof together with other losses suffered by the department will be recovered from the contractor. The contractor shall be responsible for any accident which may occur during the period of training of



working as mentioned in NIT, to human or animal life the compensation as provided under labour law or any other law will be payable by the contractor.

24. The supplier will have to intimate the probable date of dispatch of tendered out equipment followed by telegraphic advance intimation regarding the actual date of dispatch to the consignee to ensure arrangement of payment, failing which demurrage will be to the supplier's account. Copy of such intimation should be sent simultaneously to the Chief Engineer Kmr. I&FC Department, Srinagar
25. Tenderer themselves shall have to satisfy the Department that the tenderer is competent and authorized to submit tender and to enter into legal contract with the Department on behalf of his Firm, Company or corporation as the case may be, in this connection he shall submit the necessary documentary proof.
26. The site of work is proposed in Southern part of Kashmir Valley, Jammu & Kashmir State of Indiacity of Jammu and Kashmir state. The equipment has to be carried by rail/ road up to Udhampur & by road from Udhampur to the site by road through national highway. The tenderer are required to take in to account the height/width of tunnels along the hilly terrain en-route to Consignee's destination from Jammu while deciding the size of the packages for transportation.
27. The tenderer shall visit, inspect and examine the site and local conditions, for obtaining information necessary for effective designing, supply, installation and commissioning of the equipment and for submitting a complete/ detailed tender. All the expenses that may be incurred by the tenderer in connection with such inspection and examination shall be borne by him.
28. **ELIGIBILITY AND QUALIFICATION:**To be eligible, the tenderer/s shall have to submit authenticated satisfactory evidence to the department of their eligibility, capability and adequacy of resources. For this, all offers submitted shall include the following information.
  - 28.1. The tenderer shall mention and submit that the principal manufacturer of the dredge/equipment proposed /selected is registered for manufacturing of dredge duly certified by or built under the guide lines and provisions set forth by either ABS/IRS/ Lloyds or by marine classification society and Relevant documents or certificates confirming the same which should be enclosed with the Technical cover.

- 28.2. The Indian Agents in case of import equipment should ensure supply, after sales service and availability of spares directly on behalf of the principal supplier/ manufacturer/ OEM for at least 10 years from the date of supply of equipment as and when required. List of Service centres for providing after sale service should be given. An agreement between manufacturer and with the Indian Agents, should be submitted along with the tender to ascertain the authenticity.
- 28.3. The equipment on the whole shall come with a minimum two year Guarantee /warranty period for each and every fitment/item, workmanship covering all the latent defects which may arise or creep up due to latent defects during its manufacture/ production, not necessarily pinpointed or rectified during manufacturing cycle. An undertaking to this effect shall have to be appended.
- 28.4. The tenderers should also enclose a Performance Statement duly issued & authenticated from respective quarters/ departments/ corporations as the case may be at least for the last three similar jobs executed in India/ abroad giving details of orders received and executed supported with Supply orders/Certificates/ Performance Certificates.
- 28.5. The tenders are also required to submit proof of financial capability, with Minimum Annual Turnover of INR 15.00 Crores in the last three consecutive Financial Years, along with audited balance sheet duly certified from the concerned authority, for justification of executing the supplies within the delivery period.
- 28.6. The tenderer/s shall also have to submit in an affidavit that the tenderer:-
- i) Has not been declared bankrupt by any institution or Government.
  - ii) Has not been black listed by the Government or any other organization for failure to any dues.
  - iii) Has not been adjudged by any court of law of the land as insolvent or was/were not facing any/ under any arbitration proceedings in any court of law for any offence involving moral turpitude or any criminal activities etc.
  - iv) Was and is not detained under any provisions of preventive law of the land.
- a) The Tenderer should attach the proof with regard to Permanent Income Tax and Trade Tax account number in case of national level bidders.

b) In case of a Joint Venture Consortium/sit is obligatory that all constituents of the bidder shall provide their M.O.U and their consent in writing to establish the legality, credibility of their association duly notarised from the respective courts of judiciary. In case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney, authorizing him to do so along with duly attested copy of the partnership deed should be furnished along with the offer. In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate "Certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished/enclosed irrespective of their registration status and forward the same with their offer". Purchaser reserve the right to get the manufacturing capacity of any tenderer re-verified through the inspecting agencies/ Police officials nominated by Director General/Deputy Inspector General of police/ respective embassy/ consulates in case of foreign suppliers/ bidders.

**29 WARRANTY AND PERFORMANCE GUARANTEE:**The contractor must confirm that the equipment supplied will remain under warranty for a period of 24 months or 7,000working hours whichever is earlier from the date of successful testing, commissioning and trial running period of one month, the date of which is to be to be reckoned and decided by the consignee/indenter after successful testing commissioning and trial running of 01 month of the equipment. The contractor shall guarantee for regional, topographical and inconformity to the hydraulic regime of the site of operation/ rivers / streams as the case may be

- a) Satisfactory performance of equipment/s on load at site in conformity to the regional and under hydraulic parameters of the N.I.T.
- b) To undertake to refund on demand whatever amount that may become refundable to government in respect of said contract on account of payment of material/spares/supplied equipment not being in accordance with the specification as laid down in the contract.

c) To replace (free of cost including transportation and insurance expenses to the department up to destination) supply as a whole or part of supply which under normal use may prove defective in material or workmanship and not conforming to relevant specification, immediately but not later than 30 days from the date of such information from the consignee. The above provision shall also apply to material replaced by the contractor under this clause in case the same is again found defective.

d) The guarantee clause will be applicable and binding upon successful tenderers.

**30 MAINTENANCE / AFTER SALE SERVICE:** The successful bidder/contractor shall have to execute an agreement from its OEM/ Manufacturer/ Principal Supplier to carry out all the necessary maintenance of the equipment within the warranty/guaranty period and beyond but not limited to the entire life of the equipment supplied of 10 years. The spare whatsoever needed in case of replacements if any shall have to be provided by the country representative or his authorized agent within the state of India or in the State of Jammu & Kashmir.

**31 TRAINING OF THE DEPARTMENTAL STAFF:** The supplier shall arrange, at its own cost and risk, deputation of at least two competent trainers to train departmental representatives on the machine/s in operation and maintenance of the tendered out equipment at site. The integrated training shall include

- a) Identify the basic construction and components, and the purpose and use of all controls and gauges.
- b) Identify and comply with manufacturer's instructions in accordance with the operator's handbook, other information sources and applicable legislation.
- c) Carry out all pre-use and running checks.
- d) Stability of the machine
- e) Accident prevention
- f) Pre-shift checks
- g) Starting and stopping the machine
- h) Operating the machine
- i) Daily checks
- j) Operating the machine - changing attachments
- k) Operating factors

- l) Possible problems
- m) Advanced operation
- n) Advanced operations – theory and practicality.
- o) Site safety

**32 PERFORMANCE SECURITY DEPOSIT:** A Performance Security deposit equivalent to 10% of contract value in a prescribed format valid up to 90 days beyond warranty period has to be furnished by the successful supplier in the form of irrevocable Bank Guarantee from a Scheduled Nationalized Bank acceptable to department within 30 days of issue of allotment Order, for due performance of the aforesaid contract equipment. The Performance Security Deposit will not carry any interest whatsoever in any circumstances for the period mentioned.

**33 CLAIMS UNDER PERFORMANCE SECURITY:** The department shall make the claims, if any, from performance security deposit in cases of the default or noncompliance but not delimited to the following.

- a) In the event of any default on the part of the supplier to comply with any of the terms of this contract/ supply, the department is and shall be entitled to issue a notice/s to the supplier. The supplier is required to comply with the actions/penalties imposed upon the supplier and the decision of the department in respect of such damages, losses, costs, charges or expenses or otherwise whatsoever shall be final and binding on the supplier/s after proper assessment.
- b) In the event of Performance Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum due to the supplier or which at anytime thereafter may become due to supplier. Should that sum also be not sufficient to cover the full amount recoverable, the supplier shall forthwith pay to the department on demand the remaining balance due or the same can be recovered as arrears of Taxes under the provision of the Act?. In case of foreign or import items/ equipment the international treaty or the bi-lateral treaty between the two nations (India on one hand as one party and other as the country of origin of import as the other party) shall be in force, in case of any default.

- 34 COMPLIANCE WITH STATUTES OR REGULATIONS:**The supplier shall conform and implement all central or State Statutes, Rules, Regulations and other judicial orders issued from time to time in all respect.
- 35 MODE AND CERTIFICATE OF PAYMENT FOR SUPPLY OF EQUIPMENT/ DRDEGE:** 100% payment for supply of equipment/ dredge shall be made against irrevocable Letter of Credit for net F.O.B/F.A.S. value as detailed below through State Trading Corporation of India.
- a) 90% of net F.O.B/F.A.S. amount will be paid upon shipment duly inspected by third party on presentation of following shipping documents.
    - i) Four copies of commercial invoices (including original)
    - ii) One copy of country of origin certificate.
    - iii) Manufacture/warranty/guarantee and test certificate (4 copies).
    - iv) Inspection report by third party.
    - v) One copy of packing list.
    - vi) Contractor certificate confirming that prior intimation about shipment/shipping details have been dispatched to in accordance with the requirement of contract to the port/ultimate consignee.
  - b) Balance 10% will be paid after successful completion of performance test in which machines/equipment performance would have been demonstrated at the consignee's place/site and submission of the bank guarantee for 10% of the value of contract less by value of E.M.Deposit valid for three months beyond warranty period indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in the warranty clause.
  - c) The department shall reserves the right to get the equipment inspected by third party at site of launch and operation in Kashmir after it is put to operation.
- 36 DUTIES AND TAXES:** Duties like Excise duty, Sales tax, State/ central Entry Tax, custom dutyetc. as applicable shall be mentioned clearly at the time of filling of tender Documents. Unless specified no charges shall be paid on these accounts.
- 37 DEDUCTION;**The taxes like income tax, service tax, education Cess, VAT, labour Cess or any other taxes as applicable will be deducted from contractor's bill amount, at the rates applicable at that time for the running bills on account of item 2<sup>nd</sup> of the contract.



- 38 INSPECTION:** The contractor has to submit the individual Original Equipment Manufacture's (OEM) test certificates of each and every item /part fitted on the principal machine /dredge by the principal supplier /principal manufacturer, not necessarily being produced/ manufactured by the principal supplier indigenously. The machine shall be got done inspected at site by third party inspection agency by the firm through **IRS /Finnish maritime inspection/KSMDCL Kerala/ABS and like and the choice of selection and nomination of the third part inspection agency shall be the sole discretion of the department.** The charges/ fee which shall be incurred on account of agency fee shall have to be paid by the contractor/ supplier as the case may be to ease the process of delivery of equipment, which shall be reimbursed by the department against production of documentary proof.
- 39 MATERIAL AND WORKMANSHIP:** All the material and workmanship shall be of the highest advanced class and quality, resistant enough to withstand satisfactory operation when exposed to extreme/specified atmospheric conditions of the consignor's region and sphere of activity of operation.
- 40 PRICES:**
- The prices of the tendered out equipment to be supplied by the tenderer against the contract shall be FREE AT SITE at Consignee's destination in Kashmir J&K State of India.
  - The prices shall be inclusive of forwarding, handling, transportation by sea, rail, road, all other incidentals etc. of the tendered out equipment up to the site of delivery, testing and commissioning.
  - The prices quoted shall be firm and final for free delivery at site in Indian currency (INR) Irrespective of country of import.
- 41 SPARE PARTS FOR EQUIPMENT/ MACHINE:**
- The tenderer should include in their tender provision for such spare parts/ stores which form the part of the standard supply, besides, tools & tackles as are absolutely essential for proper maintenance and operation of the equipment. The cost of fast moving maintenance, spare parts as recommended by the manufacturer as essential, will not be considered in evaluation of the tenders.
  - Acceptance of tender for execution of the contract will be subject to tenderer's certification of having adequate servicing and spare parts facilities in India with respect to equipment offered or shall arrange to provide such facilities.



- c) The contractor shall further guarantee that if he goes out of provision of spare parts then he will make available blue prints, drawings of the spare parts and specification of material at no extra cost to the purchaser as and when required in connection with equipment to enable the purchaser to fabricate or procure spares from other sources to keep the equipment in order.
- d) In case of import/ foreign equipment, the Principal supplier/manufacturer or joint venture consortiums, whatever the case may be, have to maintain and manage the availability of urgent and fast moving spares within the State of India, provide complete after-sale-service as and when needed both during and after the warranty period, besides ensuring satisfactory performance of spares to the entire satisfaction of consignee/department. The contractor/Indian agent / representative should have an agreement with the principal supplier/s or the manufacturer/s or OEM's with respect to complete sale and service, repair, supply of spare parts which have been fitted / installed on the subject equipment apart from the original manufacturer for at least 10 years as and when needed. There should be no reason whatsoever on the part of the original supplier/ manufacturer for the department to necessarily approach or place the order of requirement of spares or conduct of repairs, but the same shall be available with the country representative/ dealer or local representative within the state of India.
- e) The successful tenderer shall guarantee that before going out of production of spares he will give adequate advance notice to the purchaser so that the later may order the requirement of spares in one lot if so desires.
- 42 TERMS OF DELIVERY:** The supplier shall be responsible for delivery of machinery up to destination and will arrange transportation by road or rail as the case may be on behalf of customer up to consignee's destination. The supplies shall have to be completed within 4 months from the date of issue of order or letter of intent.
- 43 PACKING AND MARKING:** The equipment should be securely packed and properly marked to avoid any loss or damage during transit by sea, road, rail etc. All packages must be clearly marked with Agm. No. While packing, loading, unloading etc. of the equipment will be the responsibility of the supplier without any charges to the department and the same shall be unloaded at the desired site.

- 44 TAKING OVER:** When all performance tests called for by the specification of the equipment have been successfully carried out and trial runs completed besides, other terms and conditions of the contract complied with, the ordered out equipment shall be accepted and taken over in the shape of certificate of charge of hand over and take over.
- 45 COMPLETENESS OF EQUIPMENT:** The equipment shall be completed in all respects with all mountings, fittings, fixtures, standard accessories, tools and tackles required for operation and maintenance which are normally required for the equipment even though not specifically detailed in the specifications. The Contractor will not be eligible for any extra payment in respect of such mountings, fittings, fixtures and standard accessories which are needed for the safe operation of the equipment, even though they may not have been included under the description of the stores under the contract and are considered necessary for completeness of the equipment and its efficient working at site.
- 46 TRANSIT INSURANCE:** The supplier will insure the equipment against all risks during transit and during the end of the commissioning and hand over period at his own cost for full delivered value of the equipment up to destination. The filing of claims, if any and settlement thereof with transport or Insurance Company shall be the responsibility of the supplier. No extra payment shall be made by the purchaser on this account. However, necessary information required in connection with making and settling of such claims, if any, shall be provided by the department. All damages or shortages during transit shall be made good immediately by the supplier on receipt of such information without waiting for such claims from insurance company. In case of apparent damages or shortages the consignee shall ascertain the losses/damages and send the same to the supplier within a period not later than 30 days from the date of receipt of material. A certificate shall be submitted by the supplier with the bill to the effect that material has been duly insured.
- 47 TESTING & COMMISSIONING:** The contractor/supplier shall have to conduct test & commissioning and trial runs of the equipment at consignee's site and charges whatsoever shall incur on his account & necessary facilities like unskilled manpower if required at the time of commissioning/trial running will be arranged by the consignee if requested.

- 48 WRITTEN AGREEMENT COVERING CONTRACT:**The supplier shall execute an agreement with the department on a judicial stamp paper within 07 days from the date of issue of allotment order, stamped and signed by not less than the rank of 1<sup>st</sup> class magistrate within the courts of Srinagar and the agreement shall have to be prepared and completed by the supplier/contractor and modifications if needed may have to be made at his own expenses within the state of Jammu and Kashmir.
- 49 FORCE MAJEURE:**Any failure or omission to carry out the provisions of the contract, shall not give rise to any claim by the department or the contractor one against the other if such failure or omission arises due to force majeure/ "Act of God" which shall include all acts of natural calamities such as fire, floods, earthquakes, hurricane, Strikes, riots, embargoes or from any political or other reasons beyond the human control of the party including war (whether declared or not) , civil war or state of insurrection.
- 50 ARBITRATION:**In case of doubt, dispute or difference/s arising out of contract, the same shall be referred to the state Arbitration act, as per standard arbitration clause-29 provided in the agreement from which is reproduced here under.
- "If at any time any question, any dispute or any difference/s, whatsoever, shall arise between the parties upon or in relation to or in connection with the contract, either of the parties may give to the other, notice in writing of the existence of such a question, dispute or difference and same shall be referred to the arbitration of a person to be mutually agreed upon or failing such agreement within 30 days of such notice of some person appointed by the Govt. of Jammu and Kashmir State, India.This submission shall be deemed to be a submission to arbitration within the meaning of Jammu and Kashmir arbitration act and all rules framed here under or any statutory modification thereof shall apply to such proceedings, disputes if any requiring reference to courts shall be subjected to the jurisdiction of local courts of Srinagar, Kashmir, J&K State(India").
- 51 PENALTY:**In the event of the contractor's failing, declining, neglecting or delaying the supply, installation and testing of equipment or in the event of any damage occurring or being caused by the contractor or in the event of any default or failure by the contractor in complying with any of the terms and conditions of the contract, the Government shall, without prejudice to any

other remedy available to it under any Law for the time being in force in the State.

- a) Terminate the contract after 45 days noticed and /or
- b) Recover the amount of loss caused the damages failure or default as may be determined by the department and / or
- c) Impose the penalty for delay in supply, installation, testing of the equipment up to a maximum limit of 10% of the value of contract and / or
- d) Forfeiture of security deposit.

**52 CHANGES:** No variation or modification of any of the terms and conditions or technical specifications shall be deemed valid unless mutually agreed upon in writing by both the purchaser and supplier/contractor.

**53 CANCELLATION:** The purchaser reserves the right to cancel the purchase order in case of default on the part of the supplier and also prior to the receipt of the intimation regarding taking in hand of manufacture of material against the purchase order. No claim whatsoever shall be tenable against the purchaser on this account.

**54 AWARD OF CONTRACT:** The Chief Engineer, Kashmir Irrigation and Flood Control Department Kashmir, Jammu and Kashmir, state of India shall not be bound to accept the lowest or any tender and shall reserve the right for placing the orders in part or full and or split it among two or more tenderers or apportioning the work without assigning any reason thereof; for being the ultimate user.

**55 OPERATION AND MAINTENANCE MANUALS:** The three sets manual in hard and soft copies operation manuals shall consist of the following:-

- a) Introduction
- b) Operating information
- c) Normal operation
- d) Operation under special conditions
- e) Break down and emergency repairs
- f) Fault finding
- g) Construction detail
- h) List of non-repairable items

**56 MAINTENANCE AND WORKSHOP MANUALS AND PARTS CATALOGUES:**

This shall include all the original spare part catalogues of all the main and miniature components fitted/ installed by the principal manufacturer or

indented by the principal supplier from other manufacturers on the equipment to be supplied,(not necessarily manufactured by the principal manufacturer indigenously),from the original manufacturers with their original part number/s assigned by the respective manufacturers/ suppliers which must also tally with the index numbers assigned in the drawings fitted by the principal supplier on the dredge.

- a) The comprehensive operational, safety and workshop manual must include following
- b) Preventive and corrective maintenance
- c) Procedure/Guidelines to carry out maintenance which isto include Top Overhaul/ Major Overhaul
- d) Composition drawings of dredge pump, cutter unit, winches, spud hoisting equipment, hydraulic pump etc.
- e) List of the hydraulic components
- f) Diagram
- g) Hydraulic diagram
- h) Piping diagram of dredge piping, cooling water, raw water and fuel oil
- i) Performance and other fault location
- j) Weight and dimension for lifting purpose
- k) Maintenance tree
- l) Special tools
- m) Reclamation procedure for worn or damaged parts
- n) Alignment procedure
- o) Any special instruction

#### 57 **PRE-BID MEETING:**

- a) 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.
- b) The purpose of meeting will be to clarify issues and answer queries on any matter that may be raised by the due date.
- c) The bidders are requested, as far as possible, to submit queries (if any) by courier or by fax/e-mail to reach the Chief Engineer Kmr. I&FC Department Srinagar's office not later than 2 days before the pre-bid meeting. It may not be practicable at the meeting to answer queries if received late, but queries and responses/clarifications will be hosted on website .

- d) 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 website <http://www.jktenders.gov.in>
- e) Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- f) 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.
- g) 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.

#### **58 SPECIAL INSTRUCTIONS AND PROCEDURES FOR AMC CONTRACT:**

- a) **Mode and certificate of payment for annual maintenance contract (AMC)**
  - 58.a.1 The payment shall be made after every month subject to subsequent check and verification of bills duly attached with necessary documents as manufacturer certificates wherever necessary tax clearance etc. as:
  - 58.a.2 90% provided the works at the specified site has been completed in full at the site of operation and satisfactory performance.
  - 58.a.3 Tentatively to the maximum slab of 90% of the total work executed at the site of operation in a month and balance 10% after 90 days of successful operations and without any major trouble shoot which may occur for the works expedited.
  - 58.a.4 No certificate of the Engineer or any sum paid on account by him shall effect or prejudice his right against the contractor or relieve the contractor of his obligations for the due performance of the contract or be interpreted as approval of materials supplied and no certificate shall make the Engineer liable to pay for alterations, amendments, variation or additional work not ordered in writing by the Engineer or discharge the liquidity of contractor for payment of damage whether duly ascertained or certified or not, or of any sum the payment of which he is bound to indemnify the J&K Government , nor shall any such certificate not the



acceptance by him of any sum paid on account otherwise effect or prejudice the right of the contractor against the J&K Government.

58.a.5 No claim for interest shall be entertained by the Engineer, with respect to any money or balance which may be in his hands in the event of any dispute between the Department and the contractor or with respect to any delay on the part of engineer in making interim or final payment or otherwise.

58.a.6 In case of over payments in the running bills the same shall be immediately recovered in the next ensuring bill or security deposit.

58.a.7 All payments shall be made to the contractor in Indian currency. All payments to the contractor shall be subject to Income Tax, Service Tax and other taxes in vogue in state PWD at the time of payment

58.a.8 All payments for the contractor shall be governed by all accounting and auditing provisions, procedures, rules regulations, decrees. Laws etc. legislated enacted or in force in India and as applicable to the State of J&K during the period of contract.

**b) Billing Procedure:** Following procedures shall be adopted for billing of works executed by the contractor.

**58.b.1** All measurements shall be recorded in standard measurement sheets supplied by department and submitted to department for scrutiny and passing.

**58.b.2** Department shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

**58.b.3** ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Respective authority to effect payment to the CONTRACTOR.

**58.b.4** Department shall make all Endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge subject to availability of funds.

**58.b.5** While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill



along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

c) **Measurement Of Works:**

**58.c.1** The Engineer shall accept as or otherwise stated, ascertain and determine and measure the value of work done in accordance with the contract.

**58.c.2** Notwithstanding any provision in the relevant standard method of measurement or any general method of local custom measurement of work done under the contract, the contractor shall be taken in accordance with the procedure set forth in the technical specification for schedule of quantities under the contract.

**58.c.3** All items having financial value shall be entered in works register, measurement book, level book, etc. prescribed by the department so that a complete record is maintained of all works performed under the contract.

**58.c.4** Measurement shall be taken jointly by the Engineer or his authorized representative and by the contractor or his authorized representative.

**58.c.5** Before taking measurements of any works, the Engineer or representative deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send authorized representative for measurement after such a notice or fails to countersign or to record the objection within 15 days from the date of taking the measurement, then in that event the measurement taken by the Engineer or his representative shall be taken to be correct and final measurements of such works.

d) **INSPECTION OF WORK:** The work is subject to inspection at all times by the Engineer-in-charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost. Inspection and acceptance of the work shall not relieve the contractor from any of his responsibilities under this contract.

- e) **OFFSHORE POLLUTION RESPONSIBILITY:** In the performance of any and all services and the Works, hereunder by the Contractor or his sub-Contractors, the Contractor shall accept full responsibility for compliance with all applicable laws and Governmental orders, rules and regulations as amended from time to time relating to pollution and any extra cost resulting there from shall be to Contractor's Account. Contractor and his sub-Contractor(s) shall also comply with any additional provisions as may be notified to the Contractor by the Department without in anyway limiting the generally of the preceding sentences, it is specifically agreed that the Contactor shall comply with disposal of all waste oil and greases.
- f) **DEFECTS PRIOR TO TAKING OVER:** If at any time, before the work is taken over, the engineer-in-charge shall:
- 58.f.1 Decide that any work done or material used by the contractor or by any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of contract (all such matters being hereinafter, called 'defects' in this clause), and
- 58.f.2 As soon as reasonably practicable, gives to the contractor notice in writing of the said decision, specifying particulars of the defects to existing or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified. In case contractor shall fail to do so, the department shall take, at the cost of the contractor, such steps as may be in all circumstances, be reasonable to make good such defects. The expenditure so incurred shall be recovered from the amount due to the contractor. The decision of the engineer-in-charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the work has been completed in accordance with the contract that do not affect their use for the purpose for which they are intended and except for maintenance thereof. If the work has been divided into various groups in the contract, the department shall be entitled to take over any group or groups before the other or others and there upon the engineer-in-charge shall issue a completion certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the

integrated system of the work, notwithstanding date of grant of completion certificate for group/ section/ part.

**g) DEFECTS AFTER TAKING OVER:** In order that the contractor could obtain a completion certificate he shall make good, with all possible speed, any defect arising from the defective materials supplied by the contractor or workmanship or any act or omission of the contract or that may have been noticed or developed, after the works or groups of the works has been taken over. If any defect be not remedied within a reasonable time, the department may proceed to do the work at contractor's risk and expense and deduct from the final bill such amount as may be decided by the department.

**58.g.1** The items/spares declared unserviceable/ beyond economical repairs shall have to be decided for replacements if any, by the competent authority of the department.

**58.g.2** The items/spares declared unserviceable/ beyond economical repairs as and when replaced with the fresh one or overhauled shall have to be certified by the competent authority and by the manufacturer for delivering satisfactory performance for the desired/ designed life period.

**h) Contractor's Employees/Labour:**

**58.h.1** The contractor shall employ labour in sufficient number to maintain the required progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer. The contractor shall not employ in connection with the works any person who has not completed Eighteen years of age.

**58.h.2** The contractor shall furnish and deliver the credentials of all his establishment personnel in all respects engaged/dis-engaged for the contract during the act of execution.

**58.h.3** The contractor shall pay and comply to labour employed by him, wages not less than wages as defined in the contract labour (regulation and abolition) Act 1970 with General rules framed there under and amendments made from time to time.

**58.h.4** The contractor shall be liable to pay the employees contributions to the State Insurance Scheme in respect of all effort employed by him for the execution of the contract, in accordance with the provision of the Employees labour law, the engineer without prejudice to any other right or remedy under contract shall be empowered to deduct such sum or

sums from the bills of the contractor or from his security deposit or from the other payments due under this contract or any other contract to satisfy within a reasonable time the provisions of the various acts/laws/rules/codes mentioned under labour law, on the part of the contractor under the make payment and/or provide amenities facilities/services accordingly. In this regard the decision of the Engineer shall be conclusive and binding on the contractor.

58.h.5 The contractor shall at his own expense comply with the provisions /rules provided for welfare and health of contract labour in the contract labour (regulation and abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Department in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer shall be entitled to do so and recover to cost thereof from the contractor.

58.h.6 The contractor shall at his own expense arrange for the safety provisions as required by the Engineer, in respect of all labour directly or indirectly by the Engineer, in respect of all labour directly or indirectly employed for performance of the works

i) **Commencement, Completion, Extension And Delay:**

**58.i.1** The contractor shall commence the works at site immediately after the issue of letter of Award and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the engineer. If the contractor commits default in the commencement of the work as aforesaid, the Engineer shall without prejudice to any other right or remedy is at liberty to cancel the contract and forfeit the earnest money and proceed against the contractor under law/rules.

**58.i.2** The Engineer shall give possession of such portion of the site as may be in his opinion, be required to enable contractor to proceed with the work with the due speed. If the contractor suffers delay or incurs expenses from failure on the part of the Engineer to give possession of site within a reasonable time in accordance with the provision of this clause, the Chief Engineer Kmr. I & FC Department Srinagar may grant an extension of time for the completion of the work.

- 58.i.3** The contractor shall bear all costs and charges of land required by him for his stores, labour sheds, office etc.
- 58.i.4** If the contractor fails to complete the work within the prescribed time period or the sanctioned extended time, the contractor shall be liable to pay to the Department a penalty @ maximum of 10% of the allotted cost of works as liquidated damages for such default fixed on the discretion of Chief Engineer Kmr. I & FC Department Srinagar. The Engineer may without prejudice to any other method of recovery deduct the amount of such damage from any money due or which becomes due to the contractor. The payment or deduction of such damages shall not relieve the contractor from any obligations of liabilities under the contract and his obligations to complete the work.
- j) Penalty for Default:** In the event of contractors failure/default in the performance to the terms and condition of contract, not expressly provided herein, the contractor shall be liable to pay penalty to be imposed at the discretion of the Chief Engineer Kmr. I & FC Department Srinagar in addition to the forfeiture of the security deposits, etc.
- 59** The quantity / contract period of AMC of equipment/dredges tendered out may increase or decrease at the time of placement of allotment order.
- 60** All other terms and conditions shall be same as laid down in the P.W.D form (25) Government of Jammu & Kashmir.

**GOVERNMENT OF JAMMU & KASHMIR**  
**OFFICE OF THE SUPERINTENDING ENGINEER, MECHANICAL CIRCLE,**  
**IRRIGATION AND FLOOD CONTROL DEPARTMENT SRINAGAR.**

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**ANNEXURE "A"**

**TECHNICAL SPECIFICATION**

**1.0. SCOPE OF SUPPLY FOR EQUIPMENT/ DRDEGE:**

**1.0.1. DESIGN, SUPPLY AND COMMISSIONING OF CUTTER SUCTION DREDGE;**

The specification covers the Selection, Design, Manufacture, Packaging, Forwarding, Assembling, Installation, Testing, Commissioning and Trial Running of Cutter Suction Dredge (CSD) having self-propulsion system, capable of meeting the following requirements/parameters and in concurrence to the hydraulic data/parameters as per the scope of NIT at Consignee's destination/site;

1.0.1.1. Capable of dredging to a depth of 9 meters from average free surface of water.

1.0.1.2. Having a dredge pump (driven by a diesel prime mover) capable of generating a discharge of 1000 cum of slurry having solid concentration of minimum 15% by volume at the drop point through a minimum lead of 1000 m .

1.0.1.3. Have sufficient buoyancy and stability conforming to all relevant inclination tests governed by marine classification society as warranted to remain afloat in flowing water channel having minimum current of 2m/sec.

1.0.1.4. Having self-propulsion system for manoeuvring purposes from site to site within water channel against water current of 2m/sec.

1.0.1.5. Being portable to be transported by sea, rail or road up to Consignee's destination in the Kashmir Valley, the summer capital of State of Jammu & Kashmir (India).

**1.1.** Any item not covered by the scope of these tender specifications but considered as an integral part for complete work of subject mention for its efficient working shall be included by the tenderer/s in their tender. The equipment subjected shall inter-alia include but not limited to following.

1.1.1. Hull tank

- 1.1.2. Main dredge pump
- 1.1.3. Power unit/Main prime mover
- 1.1.4. Swing machine
- 1.1.5. Hydraulic system
- 1.1.6. Spuds
- 1.1.7. Cutter head
- 1.1.8. Dredging ladder
- 1.1.9. Self-propulsion system
- 1.1.10. Lever room and control panel
- 1.1.11. Safety equipment
- 1.1.12. Detachable suitable Lifting crane for dismantling and assembling of dredging pumping unit etc.

**1.2 HYDROLOGICAL & HYDRAULIC DATA /DESIGN PARAMETERS:** The portable suction cutter dredge subject mentioned shall be designed for operating conditions as per Annexure "B" and as follows.

**1.2.1 SITE PARAMETERS.**

Location = River Jhelum in Southern Part of Kashmir Valley  
 Altitude at site.(Average) = 1600-AMSL  
 Ambient temperature = -10<sup>0</sup>c to 37<sup>0</sup>c

**1.3. THE CONTRACTORS ARE REQUIRED TO FURNISH THE TECHNICAL DETAILS OF THE EQUIPMENT INVOLVED IN SUBJECT MENTIONED WORK.**

S. No.	Particulars	N.I.T. Requirement.	Specification quoted/suggested
<b>1</b>	<b>GENERAL</b>		
1.1	MAKE OF DREDGE	ELLICOT/IHC/DAMIN/CONBAR & Like	
1.2	TYPE OF DREDGE	Cutter Suction Dredge (CSD) self-propelled.	
1.3	TRANSPORTABILITY IN WATERS.	Self-propelled.	
1.4	MODEL OF DREDGE	As per design & selection.	



1.5	OVERALL WIDTH	≤ 4.5M	
1.6	OVERALL ASSEMBLED LENGTH	As per design & selection.	
1.7	MAXIMUM DRAFT IN LOADED WET CONDITION WITH SPUDS AND LADDERS RAISED (FREE AFLOAT CONDITION)	≤ 0.9 M	
1.8	APPROXIMATE DRY WEIGHT OF DREDGE	As per design & selection	
1.9	MAXIMUM DREDGING DEPTH	9.00 M from free water surface/water column.	
<b>2.0</b>	<b>HULL</b>		
2.1	Hull width		
2.2	Hull length		
2.3	Hull depth		
2.4	Thickness of side shell		
2.5	Thickness of bottom shell		
2.6	Thickness of deck plate		
2.7	Length x width x height (LxWxH) of additional detachable pontoon if any		
<b>3.0</b>	<b>Main Engine</b>		
3.1	Quantity	01 unit	
3.2.	Make	Caterpillar/Volvo/ John Deere Cummins and like	
	MODEL	As per design & selection.	
	ASPIRATION	Turbo charged	
3.3	Type	As per design & selection.	
3.4	Engine rating	As per design & selection.	

3.5	Periodical oil change and capacity	As per manufacturer	
<b>4.0</b>	<b>Dredge pump</b>		
4.1.	Quantity	01 No.	
4.2.	Make	Warman/Ellicott/IHC/ DAMIN / CONBAR & Like	
4.3.	Type	Centrifugal.	
4.4.	Capacity	1000 CUM of slurry per hour with minimum solid concentration 15% by volume.	
4.5	Pump efficiency	As per design requirements & selection.	
4.6	Construction material of impeller	As per design requirements & selection.	
4.7	Construction material of impeller shaft	As per design requirements & selection.	
4.8	Construction material of Sleeves.	As per design requirements & selection.	
4.9	Model	As per design requirements & selection.	
<b>5.0</b>	<b>Hydraulic power package</b>		
5.1.	No. of hydraulic gear pumps	As per design requirements & selection.	
5.2	Make	As per design requirements & selection.	
5.3.	Capacity	As per design requirements & selection.	
5.4.	Type	As per design requirements & selection/preferably gear type.	
5.5	Hydraulic tank	As per design	

	capacity	requirements & selection.	
5.6	Model	As per design requirements & selection.	
<b>6.0</b>	<b>Cutter</b>		
6.1	Construction material of Cutter /tooth tips	As per design requirements & selection.	
6.2	Type	As per design requirements & selection.	
6.3	Cutter Diameter	As per design requirements & selection.	
6.4	Drive motor make	As per design requirements & selection.	
6.5	Drive motor model	As per design requirements & selection.	
6.6	Drive motor power	As per design requirements & selection.	
6.7	Rpm	As per design requirements & selection.	
6.8	Drive shaft material	As per design requirements & selection.	
<b>7.0</b>	<b>Swing winch</b>		
7.1	Shaft power	As per design requirements & selection.	
7.2	Drum/ Sheave ple capacity	As per design requirements & selection.	
7.3	Length of steel rope	As per full span/ width of the river taken into the consideration	
7.4	Drive motor make	As per design requirements & selection.	
7.5	Drive motor power	As per design requirements & selection.	
7.6	Drive motor model	As per design	

		requirements & selection.	
<b>8.0</b>	<b>Spuds /spud hoist</b>		
8.1	Type	Cylindrical / As per design requirements & selection..	
8.2	Number of spuds	Two no.	
8.3	Length of each spud	As per design requirements & selection.	
8.4	Diameter of each spud	As per design requirements & selection.	
8.5	Wall thickness	As per design requirements & selection.	
	Material of construction	As per design requirements & selection.	
<b>9.0</b>	<b>Ladder/ ladder hoist</b>		
9.1	Quantity	One unit	
9.2	Material of construction	Structural steel	
9.3	Length of ladder	As per design requirements & selection..	
<b>10.</b>	<b>Piping on suction side of pump on hull unit ( flanged type)</b>		
10.	Diameter	300mm/as per design	
10.	Working pressure of suction pipe	As per design requirements &selection.	
<b>11.</b>	<b>Suction Hose for dredge pump flanged type between hull and ladder</b>		
11.	Diameter of suction hose	300mm/as per design	
11.	Length of each suction hose	As per design requirements & selection.	
<b>12.</b>	<b>Piping on delivery side of pump( flanged type) on hull</b>		

12.	Diameter	250mm/as per design	

- 1.4. **HULL.** The single/multiple pontoon based hull vessel in welded steel construction shall be fabricated with adequate number of water tight compartments duly welded conforming to relevant internationally approved standards and classifications of marine society. The hull shall be provided with suitable bilging arrangement converging to a common drain point. The hull shall be provided with anti-skid/ chequered plate deck, hand rails, water tight manhole covers with locking arrangements, and lifting lugs to be provided to facilitate easy and safe handling for build in fuel tank/s. The vessel shall be designed with sufficient spacing for operation/maintenance of the equipment installed with sufficient buoyancy to enable the vessel to remain afloat even during flooding up to deck level of exposed compartments
- 1.5. **MAIN POWER UNIT/PRIME MOVER:** - The prime mover shall be ECM Control turbo charge engine is a pre-requisite and shall be of internationally reputed quality like, caterpillar/ Isuzu/ Cummins and like of suitable rating conforming to latest environmentally accepted norms and standards. The engine shall be equipped with suitable rated alternator, batteries and electrical type refilling pump for fuelling the fuel tanks. The engine room is to be provided with adequate foundations and necessary reinforcement with anti-skid profile around engine and aeration facilities.
- 1.6. **DREDGE PUMP:**The dredge pump and its allied components must be abrasive resistant to handle gravel sand and silt and made of heavy duty alloy steel with adequate strength wall thickness in case of pump housing, high efficiency impeller of NI-hardened or of manganese steel alloy or as per manufacturer's material specifications, torsion resistant pump shaft of heavy duty alloy steel, wear resistant shaft sleeves made of stain less steel or conforming to handle heterogenic material composition or as per the hydrological composition of material of the river to be dredged out. The pump shall be coupled to the main power source via a power transmission system capable of generating a slurry discharge of minimum 1000-cum per hour with a minimum 15% solid concentration by volume against a static head of 16 meters and a discharge lead of 1000-m (1km).

- 1.7. **LADDER & LADDER HOIST.** The dredger shall be provided with heavy duty dredging ladder fabricated out of structural steel with suction pipe mounted externally as the case may be, to eliminate dragging at shallow dredging contours and suitable for dredging depth up to 8 Mts from free surface of water, statically manoeuvrable both up and down by means of two way hydraulic power cylinder ram configuration and secured by fulcrum pins and anchor ropes as the case may be or as per manufacturer's patent design.
- 1.8. **SPUDS & SPUD HOIST;** the dredger shall be provided with two no. of anchoring tubular spuds on the aft with hydraulically powered double acting power cylinder ram configurations or as per manufacturer's patent design.
- 1.9. **HYDRAULIC POWER PACKAGE:** The equipment / dredger shall be powered by a suitable Hydraulic gear tandem pump/s preferably direct driven off the main engine, to transmit hydraulic powered motors to perform various functions of the dredger like spuds, ladder, winch system , cutter head and propulsion unit. The hydraulic system shall be designed and put in place to perform independently and individually through a control valve and lever network from the operators console in the cabin.
- 1.10. **ELECTRICAL ELECTRONIC SYSTEM:** High-capacity all weather protected electrical and electronic system circuitry shall be in place in the dredger connecting all electronic gadgets like ECM and digital pressure sensors and modules. Besides the dredger shall be provided with internationally accepted interior and exterior lighting arrangement for manoeuvring and navigation and dredging operations during night hours.
- 1.11. **ALL WEATHER PROOF CANOPY:**All weather proof detachable and light weight canopy shall have to be provided over the dredge on hollow steel tubes with fibre tin sheeting.
- 1.12. **SWING WINCHES:**The dredger shall be fitted with two way Reversible independent hydraulically driven swing winches of suitable capacity sheaved drum/pulleys and steel rope of suitable dia. and capacity to meet the span of the river bank to bank. The Swing winch hydraulic driven motors shall be totally enclosed planetary gearing type or as per the design and selection of the manufacturer's patent design.
- 1.13. **EXCAVATOR CUTTER HEAD:** The excavator Cutter head with requisite and designed cutter diameter, cutter speed, cutting force/ power preferably made up of Ni-hard/ carbide tipped teeth suitable for dredging of underwater

abrasive material as sand, silt clay, peat and gravel size up to 10mm. The system should be safeguarded with pressure relief valve that will automatically shut the cutter head down to prevent to damage the dredge during abnormal loading.

- 1.14. **DREDGE PIPING:** The unit shall be provided with abrasion resistant M.S or HDPE suction pipe flanged, heavy duty flanged rubber suction hose designed for full vacuum service with adequate flexibility between hull and ladder, discharge pipe flanged of adequate size/capacity with long radius discharge bend, clean out trap flanged type with cover plate provided on dredge pump suitably fitted with perfect alignment on hull in accordance with the builder's standard. Pipe and flanges are in accordance with ISO standard. All systems are mounted stress free and adequately supported to prevent excessive vibrations during operation. The system is provided with necessary valves, non-return valves, expansion pieces, flexible joints, hoses, filters etc. when and where applicable for good and safe functioning of dredger.
- 1.15. **SELF-PROPULSION SYSTEM:** An adequate hydraulic driven Propulsion system shall be in place at the aft side of the dredge **for** easy manoeuvring of the Dredge from site to site at a speed of not less than 5 knots, operable from the operator's console in the cabin.
- 1.16. **PAINTING.** The equipment shall be painted with marine grade anti rust and anti-corrosive paint in accordance with prevalent ISO standards and procedures of international marine class society, however, the choice of colour and logo shall be to the discretion of the department.
- 1.17. **SAFETY EQUIPMENT:** The unit shall be provided with safety equipment as deck edge safety rails, life vests, life buoys, fire extinguishers and dewatering units for dredge compartments/ bilge pump system etc.
- 1.18. **CABIN:** The cabin of the dredge shall be sound proof with wide door and aeration and summer/ winter air conditioned system in place and provided with all comfort operator chair. The cab shall be Spacious, environment friendly with excellent all-around visibility. The cabin is also to be provided with front instrumentation control panel housing all digital instrumentation of the machine. The cabin shall be preferably in reinforced fibre glass material.
- 1.19. **INSTRUMENTATION AND CONTROLS:** The control panel shall include but not limit to the following instruments.
  - 1.19.1. Discharge, temperature, Pressure gauges



- 1.19.2. Speed control engine
  - 1.19.3. Emergency shutdown of engine
  - 1.19.4. Start/stop engine
  - 1.19.5. Alarm lights engine
  - 1.19.6. Pressure and vacuum dredge pump
  - 1.19.7. Pressure hydraulic system cutter drive, winch system and cylinders
  - 1.19.8. Forward and reverse controls of various accessories.
  - 1.19.9. Control cutter speed
  - 1.19.10. Control winch
  - 1.19.11. Control spud cylinder
  - 1.19.12. Control propulsion unit
  - 1.19.13. Ladder depth gauge.
  - 1.19.14. Bulk head light for the cabin.
  - 1.19.15. Smoke detector to be fitted in cabin with fire alarm system.
- 1.20. **SAFETY, NAVIGATIONAL AND TOOL EQUIPMENT:**
- 1.20.1. Life Buoys with Nylon ropes
  - 1.20.2. Life Jackets
  - 1.20.3. Fire Extinguishers in cabin and engine room
  - 1.20.4. Tool kit for Diesel Engine
  - 1.20.5. Tool kit comprising of spanners, feeler gauges, adjustable wrenches, bench hammer, pipe wrench, screw driver, file, rubber hammer, pvc hammer, flat chisel, cross cutting chisel, Allen key set, handsaw with blades, suitable for dredge pump, cutter unit and allied components.
  - 1.20.6. Crow bar
  - 1.20.7. Hoisting slings Of 2 ton capacity
  - 1.20.8. Heavy duty grease gun with cartridges
  - 1.20.9. Boat hook
  - 1.20.10. Suitable Aluminium ladder
- 2.0 SCOPE FOR ANNUAL MAINTENANCE CONTRACT (AMC):**The scope of work for Annual Maintenance Contract shall cope for Management, Maintenance and Upkeep of Suction Cutter Dredge on Extensive and Comprehensive Basis and its Allied auxiliaries/items for Preventive, Periodical, Routine and Major Maintenance and Running Repairs of Suction Cutter Dredge in Two Shifts as and when required / as Guaranteed by the Guidelines under the provisions of Maintenance and Repair Schedules

Prevalent and as guided by the Manufacturer's recommendations and schedules for a period of minimum Two years. All the Spares, Consumables, POL's (Excluding of energy fuel HSD for operation) and maintenance of the dredge shall have to be arranged by the Firm/ Contractor/ Bidder at his own Expenses.

The scope of the work shall have to be followed strictly in accordance to the prevalent norms and schedules amended from time to time in cognizance with the manufacturer's guidelines and maintenance schedules. Further, the scope shall not be limited to repairs of an item/part but to the extent of replacing it as well. In addition to above, the scope shall also include daily check/inspection of the machine/s or a part/fitment after every start/stop of the operations of the dredger by your technical staff and the mechanized logistic support what so ever needed shall be the sole responsibility of the contract agency to be maintained and managed independently at the site/s of operations of the machine/s. The scope of the work shall not be confined/restricted to inspection and check only but shall be extended to replacement of fast moving items/parts prone to high rate of wear or to be replaced periodically as per standard schedule and guidelines or which are beyond economical repairs or which cannot be deemed economically & technically viable to be repaired or which need to be replaced or recapitalized after completion of the desired life period in accordance with manufactures schedules and guidelines even if the items/parts are in the state of economical running conditions or deemed to be replaced/repared before the scheduled time period if needed/demanded. Broadly speaking, the scope shall cover the repairs/replacement of the item/part in case of total breakdown of the same leaving no other alternative other than that of replacing it or in cases/ situations which shall endanger allied fitments/installations responsible for operation/s of the machine/s.

The operation of dredge is to be carried out in two shifts of eight hours each for two years initially. In case the dredge is operated for a single shift of eight hours only or less because of one reason or other particularly during winter season etc., the rates quoted for two shifts of eight hours each shall be worked out proportionately.

## Govt. of Jammu &amp; Kashmir

OFFICE OF THE SUPERINTENDING ENGINEER, MECH. CIRCLE I&FC DEPARTMENT SRINAGAR  
.....ANNEXURE "C"COMMERICAL TERMS AND CONDITIONS:

S.No.	Particulars	N.I.T. Requirement.	To be confirmed by the tenderer	Sig. of the contractor with seal/stamp
1.	Validity of offer	180-days from the opening of tender	Confirmed/ Not confirmed	Sig._____
2.	Delivery	Complete delivery of equipment in 120 days from the date of placement of order/ LOI.	Confirmed/ Not confirmed	Sig._____
3.	Terms of payment	As per terms and conditions of N.I.T	Confirmed/ Not confirmed	Sig._____
4.	Taxes and duties			
	Excise duty	Include/exclude	Confirmed/ Not confirmed	Sig._____
	central Sales tax	@_____%	Confirmed/ Not confirmed	Sig._____
	import tax /custom duties	Include/exclude	Confirmed/ Not confirmed	Sig._____
		@_____%	Confirmed/ Not confirmed	Sig._____
	State sales tax, entry tax, VAT Service tax, Income tax, labour	Include/exclude	Confirmed/ Not confirmed	Sig._____
		@_____%	Confirmed/ Not confirmed	Sig._____

	cess etc.	Include/exclude @ _____%	Confirmed/ confirmed	Not	Sig. _____
5.	Inspection	The equipment is to be inspected by the 3 <sup>rd</sup> party, to be nominated by the department. Initially the charges shall be paid by the contractor which shall be reimbursed by the department against production of documentary proof.	Confirmed/ confirmed	Not	Sig. _____
6.	Annual Maintenance Contract (AMC) for management, maintenance and upkeep of dredges as per the scope of NIT	2 years	Confirmed/ confirmed	Not	Sig. _____
7.	Delivery of the equipment	The equipment shall be delivered " <b>free at site</b> " <b>Kashmir</b> J&K state of India	Confirmed/ confirmed	Not	Sig. _____
8.	Warranty/Guarantee	24 months or 7000 working hours whichever is earlier from the date	Confirmed/ confirmed	Not	Sig. _____

		of successful commissioning /trail running.			
9.	Service Package Extensive spare parts package	Two years after initial warranty period.	Confirmed/ confirmed	Not	Sig._____
10.	All other terms and conditions of NIT	As laid down in general terms and conditions of the tender document annexure "A".	Confirmed/ confirmed	Not	Sig._____

**ANNEXURE "E"**  
**BANK GUARANTEE BOND**

1. In consideration of the Governor of J&K State of India (herein after called. The Government) having offered to accept the terms and conditions of the proposed agreement ..... between and (herein after called "the said contractors for the work hereinafter called "the said agreement") having agreed to production of irrevocable Bank Guarantee for rupees..... only as a security/ guarantee from the contractors for compliance of his obligations in accordance with the terms and conditions in the said agreement. We (hereinafter referred to as "the bank" \_\_\_\_\_(indicate the name of the bank) hereby undertake to pay the government an amount not exceeding Rs..... (Rupees.....only) on demand by the Government.
2. We.....do hereby undertake to pay the amounts due .....and payable under this Guarantee without any demure merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However , our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only)
3. We, the said bank further undertake to pay to the government any money so demanded not withstanding any dispute or disputes raised by the contractors in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there

under and the contractors shall have no claim against us for making such payment.

4. We..... Further agree that the guarantee herein (indicate the name of the bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall contain to be enforceable till all the dues of the government under or by the virtue of the said agreement have been fully paid and its claimed satisfied or discharged or till Engineer –in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly discharges this guarantee.
5. We further agree with the government that .....(indicating the name of bank) the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend to time of performance by the said contractor from time to time or to postpone for any time or from time to time any other powers exercisable by the government of the said contractors and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation ,extension being granted to the said contractor or for any act of omission on the part of the Government or any indulgence by the government to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would- but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(S)
7. We..... Lastly undertake not to revoke this (indicate the name of the bank) guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to ..... Unless extended on demand by government. notwithstanding anything mentioned above, our



liability against this guarantee is restricted to  
Rs.....(rupees  
.....only) and unless a claim in  
writing is lodged with us within six months of the date of expiry or  
the extended date of expiry of this guarantee all our liabilities under  
this guarantee shall stand discharged.

Dated.....the.....d  
ayof.....for.....  
(Indicate the name of bank

## ANNEXURE - B

### Statement Showing the Hydraulic Data of River Jhelum in South Kashmir.

S.No.	Description	Information
1.	<b>Hydraulic data.</b>	
1.1	Minimum winter water column w.r.t existing river bed level.	2.50 M
1.2	Maximum water column in summer w.r.t existing bed level.	5.00 M
1.4	Maximum terminal elevation w.r.t existing river bed level.	16.00 M.
1.5	Maximum/minimum flow rate	1.5m /sec 0.40m/sec
1.6	Maximum/ minimum discharge distance of slurry.	500 M
1.7	Average width of river Jhelum	105 M
2.	<b>Material to be dredged out.</b>	
2.1	Loose and free floating material.	06%
2.2	Hard and compact material	94%
3.	<b>Production requirement.</b>	
3.1	Volume of material to be dredged out	12.34 Lac cum.
4.0	<b>Composition of material to be dredged out.</b>	
4.1	Percentage of sludge/ mud	25%
4.2	Percentage of fine sand 0.1mm	20%
4.3	Percentage of medium sand 0.3 mm	15%
4.4	Percentage of core sand 1.0mm	-
4.5	Percentage of gravel up to 25mm	-
4.6	Percentage of gravel above 25mm to 75 mm	-
4.7	Percentage of gravel above 75 mm	-
4.8	Percentage of clay sticky/pure/hard/soft/mixed with sand/ gravel.	20%
4.9	Percentage of peat.	03%
4.10	Percentage of silt 0.01mm	17%

**Sd/-**  
**Executive Engineer**  
**Flood Control Division,**  
**Kakapora, Pulwama Kashmir.**