

Tele fax No. 0195-235275e.mail Id: xenfmdbaramulla@gmail.com**Short term e-NIT No. 10 of 2024-25 Dated: 08/08/2024**

For and on behalf of Hon'ble Lieutenant Governor of Jammu & Kashmir Union Territory, e-Tenders are invited from approved and eligible Automobile Workshop Holders register with Jammu and Kashmir UT Government, for the following works: -

S. No.	Particulars of the work	Estimated/ Advertised Cost of work	Earnest money (In Rs.)	Cost of document/ tender fee (In Rs.)	Class of contractor	Head of Account	Time of Completion	Validity of Rates
1	2	3	4	6		7	8	9
01	Complete Dismantling, Repairing/Replacement of worn-out parts and testing on load of damaged 6 cylinder-104 HP Diesel Engine (Cummins) of Departmental Tug Boat (Towing Boat) stationed at River Jhelum Jetty Baramulla of Dredging Sub-Division of Flood Mechanical Division Baramulla.	1,65,210.00	3310.00	200.00		2711 M&R	07 Days	90 days from the date of opening of financial bid.
02	Repair to Rubber inflated boat-I deployed at Ladoora Site with ITAL make Wular cutter section Dredger of Dredging Sub Division Flood Mechanical Division Baramulla	4,200.00	100.00	200.00		2711 M&R	07 Days	90 days from the date of opening of financial bid.

Position of funds
Position of A. A
Technical Sanction

Assured.
Accorded.
Accorded.

The critical dates are as tabulated below: -

i	Publish Date	08/08/2024 at 16.00hrs.
ii	Document Download/sale start Date	08/08/2024 at 16.30hrs.
iii	Bid submission start date	08/08/2024 at 16.30hrs.
iv	Bid submission closing date	16/08/2024 up to 15.00 hrs
v	Date and time of Bid opening	17/08/2024 at 11.00 hrs



OFFICE OF THE EXECUTIVE ENGINEER, FLOOD MECHANICAL DIVISION Baramulla
KhawajaBagh

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Bid documents can be assessed at and downloaded from the websites <http://www.jktenders.gov.in>

1. The Bids shall be deposited on the website <http://jktenders.gov.in>
2. The complete bidding process will be online <http://jktenders.gov.in>.
3. The Techno-commercial bids shall be opened online in the office of Executive Engineer Flood Mechanical Division Baramulla on the date given above or any other subsequent date convenient to the tender opening authority.
4. Bids must be accompanied with cost of Tender Document and earnest money deposit.
 - a. The cost of downloaded tender documents should be in form of demand draft/ TR / e-Challan in favour of Executive Engineer Flood Mechanical Division Baramulla (if applicable) under M.H. 0702 Revenue.
 - b. The earnest money in the shape of insurance security bond/ Account payee demand draft/ FDR/ Bankers Cheque / Bank Guarantee/ e-BG shall be pledged in favour of Executive Engineer Flood Mechanical Division Baramulla.
5. The hard copies of Earnest money deposit, acceptance of terms and conditions duly signed and stamped and other relevant documents as sought shall be furnished by the bidder who is declared L1.
6. The bid for the work shall remain open for acceptance for a period of **90 days** from the date of opening of financial bid. If any bidder/tenderer withdraws his bid/tender before the period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
7. Other details can be seen in the bidding documents from the website <http://jktenders.gov.in>.
8. Queries by email if any should be made at **Email:** xenfmdbaramulla@gmail.com

No. FMD/TS/1000-1006
Dated:-08-08-2024

Sd/
Executive Engineer
Flood Mechanical Division
Baramulla

Copy to the: -

1. Chief Engineer Kmr. I& FC Deptt. Srinagar for favor of information please.
 2. Superintending Engineer Mech. Circle I& FC Deptt. Srinagar for information please.
 3. Joint Director Information Department Srinagar for publication of the Gist of e-NIT in two leading Daily Newspapers of J&K.
 4. Technical Officer to Ex. Engineer FMD Baramulla for information.
 5. Assistant Executive Engineer Dredging Mech. Sub Division Baramulla for information.
 - 6-7 Assistant Accounts Officer /Head Assistant of Divisional Office for information.
- In charge website (Kmr. I&FC. Deptt. Srinagar) through e-mail with a request for hosting of the NIT on departments website: www.ifckashmir.com
- Notice Board.
- Office 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 from the bidder.**
- 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 hard copies of techno-commercial bids containing cost of tender documents in the shape of e-Chalan or treasury receipt/Chalan, earnest money in the shape of CDR/FDR and other relevant documents shall have to be deposited *only by the bidder who is declared as L1 after opening of financial bids.*
- 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, GSTIN registration 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.
- 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 <http://jktenders.gov.in>



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Tenders are to be submitted under Single Cover System

I) (Cover 1st)

Self attested scanned copies of below mentioned documents shall be uploaded and hard copies of the same shall have to be deposited **only by the bidder who is declared as L1 after opening of financial bids.**

- Scanned copy of tender document fee in shape of Treasury Chalan under **M.H. 0702 Revenue** mentioning there in NIT No. and Serial No. (**Demand draft won't be accepted**)
- Scanned copy of "Earnest Money Deposit" in shape of CDR/FDR shall be uploaded which is compulsory and without which no tender shall be accepted.
- Scanned copy of Goods and Services Tax (GST) Registration Certificate.
- Scanned copy of "Technical Specifications" duly conformed by the bidder.
- Scanned copy of "Commercial terms and conditions" duly conformed by the bidder.
- DIC / MSME Registration (if any)
- Xerox of Pan Card.
- Latest quarter GST returns proof.
- Any tenderer fails to upload above mentioned documents shall not be entertained for opening of **cover 2nd i.e. BOQ**

II) (Cover 2nd) It shall contain the BOQ.

Rates quoted by the bidders in the **BOQ (Bill of Quantities)** duly 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" Site of work as mentioned in the tender document inclusive of all taxes, duties etc.

Rates shall 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".



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Annexure 'B':- TERMS AND CONDITIONS

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1. **Consignee/Paying Authority:** The Consignee/ Paying Authority shall be **Executive Engineer, Flood Mechanical Division, Baramulla** The tenders are invited on Goods delivered/services/work executed at the specified sites inclusive of all Taxes, Duties, Carriage, Forwarding, Transit Insurance, Handling, Loading, Unloading, labour charges and for accomplishing complete job as per the scope and specifications laid in the tender document.
2. **Prices:** The tenderer(s) are required to quote net landed rates for the complete work F.O.R site. The prices shall be inclusive of all taxes, duties, levies, transit insurance, handling charges, all incidentals at site, etc., as applicable in J& K State etc. The Rates quoted in **BOQ** should be net landed rates for works executed at site of work inclusive of:
 - a) All central and state taxes
 - b) Freight Charges from station of dispatch including Transit Insurance, Carriage, Forwarding, Loading, unloading of material at destination excluding third party inspection.No extra claim towards any of above items shall be entertained in any case.
The tenderer/s should not quote/ mention any of above item as: *"as applicable at the time of execution of works"* and are as such advised to quote exact rates inclusive of all type of taxes, duties and charges as applicable. It is as such in the interest of the tenders to check up the same from the concerned Departments of Govt. of India as well as J&K Sales Tax Department before quoting/ tendering the rates.
During the currency of the contract or after completion and complete taking over of the work no price escalation whatsoever shall be allowed in respect of any plant or machinery or materials or wages used or employed in connection with the execution of work.
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. 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.
3. **Old Material/ Unserviceable part:** - **The old material/ unserviceable part/ scrap involved if any in the execution of work/s shall be returned to the Divisional Stores against proper return indent.**
4. **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 work satisfactorily as per scope and specifications of the allotment order, within the stipulated period of **07 days** from the date of issue of letter of intent/ allotment order.
5. **Disclaimers and Rights of Procuring Entity:**
 - i. The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s),
 - ii. and it reserves the right without assigning any reason to reject any or all of the Bids, or
 - iii. cancel the tender process; or
 - iv. abandon the procurement of the Goods/Execution of works or
 - v. issue another tender for identical or similar Goods / Works.
6. **Validity of Rates:** - The offer should be valid for a period of **90 days** from the date of opening of financial bid. Such of the tenders which will not be valid for **90 days** from the date of opening of financial bid shall be rejected, even if the rates offered are lowest. The rates approved shall be firm and fixed and shall remain valid for contract period from the date of issue of order/ contract. Quantities given in the tender are tentative and may vary depending upon the requirement of the department. The tenderer/s should bear in mind that if it comes to the notice of Executive Engineer, Flood Mechanical Division, Baramulla 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 work besides action initiated to black list the firm within the jurisdiction of the J&K State.



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7. 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.
8. **The tender documents are non-transferable.**
9. **Earnest Money:** The tender/s shall be accompanied with earnest money amounting to ***2% of estimated cost*** in the form of CDR/FDR from a scheduled bank pledged to Executive Engineer, Flood Mechanical Division Baramulla
10. **Tenderers should carefully note that: -**
 - i) Tenders not accompanied with requisite amount of earnest money deposit shall not be entertained even if the rates offered are found to be lowest.
 - ii) The tenderers should bear in mind that the tender should be accompanied with CDR/FDR towards the earnest money, reference or claim of the firm for consideration of CDRs/FDRs already lying in the Division, towards earnest money, will be out rightly rejected.
11. The earnest money of the tenderer/s who backs out or withdraws his tender or fails to abide its offer after the acceptance, 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 work executed through some other agency, at defaulter's risk and cost.
12. **Opening of Tender:** Tenders shall be opened by the Divisional tender opening committee online in the office of the Chief Engineer / Executive Engineer, Flood Mechanical Division, Baramulla or where ever the internet facility is available 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.
13. **Performance Guarantee:** The firm shall be bound for satisfactory performance of executed work for 06 months from the date of testing or 100hrs of successful operation whichever is earlier. If during warranty period any malfunctioning / defect arises, the firm shall have to rectify the same within a period of two days of receipt of intimation. In case of any failure on the part of the firm to rectify the defect, the Department may get the defects rectified / repaired by 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: -
 - Security for the fulfillment of the contract.
 - Satisfactory performance of the work
 - Warranty against material and manufacturing defect.
14. The Executive Engineer, Flood Mechanical Division, Baramulla shall have the discretion to cancel the work order at any time during its currency in case of default on the part of any firm and make such arrangements as may be warranted by the situation at the risk and cost of the firm.
15. The Executive Engineer, Flood Mechanical Division, Baramulla reserves the right to accept or reject any or all tender/s in part or full without assigning any reason thereof.
16. **Penalty:** In the event of firm's failing, declining, neglecting or delaying the completion of work 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 Executive Engineer, Mechanical Irrigation, Division, 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 15 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 a penalty on account of delay not exceeding 10% (ten) on the value of contract as Executive Engineer, Mechanical Irrigation, Division, Srinagar may deem fit and/or forfeit the earnest money / security deposit.
17. **Force Majeure:** Any failure or omission 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 omission arises from the



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'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.

18. **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 firm. 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.
19. **Specifications of Material/job:** - Tenderer/s must quote for exact specifications and scope as given in Annexure "A" and there shall be no deviation from the approved parameters. Any deviation if deemed necessary as per site conditions in order to ensure better performance of the material/job may however be allowed by the supervising authority without affecting the scope of work. The workmanship shall be of highest standard. No tools and tackles shall be provided by the department. The firm shall have to arrange watch and ward and storage of material at site at his own risk and cost during the execution of work and until the work is accomplished and handed over to the department in all respects.
20. **Clarifications:** In respect of any clarification of the conditions/technical provisions set forth in the tender documents the tenderer/s shall approach this office in person/ writing/email as per the time schedule envisaged in the instructions to bidders.
21. **Amendment of bidding document:** At any time prior to the deadline for submission of bids, the Executive Engineer or his authorized representative/s may, for any reason whether at its own initiative or in response to a clarification requested by Bidder/s, modify the Bidding Document by Amendments/ Corrigendum/ Addendum/ Clarifications / etc. (if any). The Amendment shall be part of the Bidding Document. All Amendments/ Corrigendum/ Addendum/ Clarifications / etc. (if any) shall be hosted on the concerned website and shall be published in newspapers / hoisted on the website, Bidders shall have to take into consideration of all such Amendments/ addendum(s)/ corrigendum/s/ clarifications, etc. web hosted, before submitting the bid. In order to accord bidder reasonable time to take the Amendment into account in preparing their bids, the Executive Engineer or his authorized representative/s may, at its discretion, extend the deadline for the submission of bids.
22. **Terms of Payment:**
 - 90% shall be paid after successful execution and testing of the job/ work at site.
 - Balance 10% shall be paid after satisfactory performance for a period of **06-Months** from the date of testing/ completion of the job or whichever is later.
22. **Agreement:** As soon as work 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 **(07) Seven days** from the date of issue of work order. The contract shall be deemed to have been entered into at Srinagar within ordinary civil jurisdiction of J&K Court only.

Sd/
Executive Engineer
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Short term e-NIT No. 10 of 2024-25 Dated: 08-08-2024

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**SCOPE:01**

Complete Dismantling, Repairing/Replacement of worn-out parts and testing on load of damaged 6 cylinder-104 HP Diesel Engine (Cummins) of Departmental Tug Boat (Towing Boat) stationed at River Jhelum Jetty Baramulla of Dredging Sub-Division of Flood Mechanical Division Baramulla.

S.No	Particulars	Qty	Unit
A.			
1.	Arrangement of boat for ferrying mechanics / workers from Jhelum bank to Tug boat in the River Jhelum.	01	Complete job
2	Disconnecting of 6-cylinder, 104 HP Cummins Diesel Engine from the gear box, cooling water lines etc.	01	Complete job
3	Removal of the engine from the engine-room of the tug boat by using proper tools, tackles and lifting equipment. Lifting of the engine from the tug boat by using a hydraulic / mechanical crane and then placing it in the load carrier of the firm. Carriage of the engine from Jetty Baramulla to the workshop premises of the firm including unload there.	01	Complete job
4	Complete dismantling of the engine. Inspection of all engine components and parts. Replacement of the damaged parts that shall be paid separately as per the requirement and authorization of the AEE concerned.	01	Complete job
5	Re-assembling of the repaired engine and testing in the workshop premises.	01	Complete job
6	Carriage of the repaired engine back to Jetty Baramulla. Lifting of the engine by using hydraulic / mechanical crane and placing it on the Tug boat. Lowering the engine into the engine room.	01	Complete job
7	Connecting the engine to the gear box, cooling water lines etc.	01	Complete job
8	List of the probable spare parts that may be required to	0.00	0.00

**OFFICE OF THE EXECUTIVE ENGINEER, FLOOD MECHANICAL DIVISION Baramulla**
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	be replaced and shall be paid as per consumption:		
	a) Liner	06	No.
	b) Piston	06	No.
	c) Piston Ring set	06	Set
	d) Main bearing set	01	Set
	e)Big end bearing	06	No.
	f) Head Gasket	01	No.
	g) Overhaul Gasket set	01	Set
	h) Valve Inlet	06	No.
	i) Valve Exhaust	06	No.
	j) Cam bush set	01	Set
	k) Valve Cap	12	No.
	l) M-Oil	40	Liter.
	m) M-Oil Filter	01	No.
	n) Red bond tube , 85 Gram	02	No.
	Kerosene oil for cleaning of spares	10	Liter.
	Dhoti cloth for cleaning of spares	10	Mtr.
9	Testing the engine on load.	01	Complete job
	In case the item required is not listed in the above details, that particular item shall be paid on LMR.		

Sd/
Executive Engineer
Flood Mechanical Division
Baramulla



GOVERNMENT OF JAMMU AND KASHMIR

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Annexure "A"

Short term e-NIT No. 10 of 2024-25 Dated: 08-08-2024

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE: 02

Repair to Rubber inflated Boat-I deployed at Ladoora Site with ITAL make Wular cutter section Dredger of Dredging Sub Division Flood Mechanical Division Baramulla.

S.No	Particulars	Qty	Unit
A.			
1.	Repairs to rubber inflated Boat-I by way of removal 40HP OWM Engine and transom (rear side of boat on which the engine is mounted) from rubber inflated boat after cleaning of tube and transom by using micro fiber cloth, and then fixing the transom to tubes by using polyamine inflated boat adhesive 250ml tube. The job also includes applying 02 No patches to the leak/damaged area of rubber inflated boat tubes. Cost includes testing on load.	01	Complete job

Sd/
Executive Engineer
Flood Mechanical Division
Baramulla



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(Appendix– C)

Certificate of Acceptance of Terms & Conditions

**The Executive Engineer,
Flood Mech. Division,
Baramulla.**

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

Ref: - Short term e-NIT No. 10 of 2024-25 Dated: 08-08-2024

Sir,

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

Yours faithfully

Date: -

Name & Signature
with seal of the firm

Cell No.

Note: - This document should be downloaded, printed, signed & sealed by the bidder. The signed/sealed document should be scanned and uploaded along with Cover-I.