

## TENDER DOCUMENT

1.	Name of Work	Supply installation and commissioning of 1000 kN compression testing machine.
2.	NIT No. & Date	04 of 2011-12 dated: - 30.04.2011
3.	Cost of tender document	Rs.500/- (Rs. Five hundred only) in cash or in the shape of Demand Draft in favour of Deputy General Manager, Housing Unit-III, Jammu.
4.	Last date of sale of tender document	28.05.2011 upto 1600 hours.
5.	Last date of receipt of tenders.	31.05.2011 upto 1400 hours.
6.	Tender receiving/opening authority.	Managing Director J&K Housing Board, Tulsibagh, Opposite Bakshi Stadium, Srinagar.
7.	Earnest Money	Rs. 10,000 (Ten Thousand Only)
8.	Tender documents issued to:	M/S _____ _____
9.	Reference to DD No. and G.R.No.	
10.	Date of issuance of tender documents.	

**Deputy General Manager,  
Housing Unit-III,  
Jammu.**

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**OFFICE OF THE DEPUTY GENERAL MANAGER HOUSING UNIT-III, JAMMU**

**Fresh Notice Inviting Tender**

NIT NO: 04 of 2011-12

DT: - 30-04-2011

Name of the work : **Supply installation and commissioning of 1000kN compression testing machine.**

Earnest Money : **Rs.10, 000/= in the shape of CDR/FDR.**

J & K Housing Board Jammu invites sealed tenders affixed with Rupees five revenue Stamps from Original Manufacturers or their authorized registered dealers of reputed make for the supply installation and commissioning of the following equipment/material.

- 1) 1000kN compression testing machine, hand operated, single guage-2 Nos.
- 2) Cast Iron cube moulds 150mm with ISI certification mark-100 Nos.

Each tender is to be submitted in a sealed cover superscribed as "Supply of compression testing machine and cube moulds" and shall be addressed to the Managing Director, J&K Housing Board, Tusibagh, opposite Bakshi Stadium, Srinagar so as to reach his office on or before 31-05-2011 up to 2:00 pm through Registered post /Speed post/Courier only. The tenders shall be opened at 3.00 pm on the same day or any subsequent date convenient to him, in presence of the tenderers or their authorized representatives who may wish to be present. The details of tender can be seen on our website [www.jkhousingboard.com](http://www.jkhousingboard.com)

The interested tenderers can apply for detailed set of tender documents containing the terms and conditions of contract and technical specifications of the equipment/material on any working day till 28-05-2011 from the office of the Deputy General Manager, Housing Unit III, Jammu against payment of Rs.500/- in cash or in the shape of demand draft in favour of Deputy General Manager, Housing Unit-III, Jammu after submitting their applications with documentary proof of original manufactures or their authorized registered dealers. The tenders can be downloaded from our website and shall be considered only with additional draft for Rs.500/- as cost of tender document.

No:-HU-III/  
Dated:-

**Deputy General Manager,  
Housing Unit-III,**

Jammu.

***Copy to the:-***

- 1) Principal Secretary to Govt. Housing & Urban Development Department, Civil Sectt. Srinagar for information.
- 2) Managing Director J&K Housing Board, Jammu for information.
- 3) Financial Advisor/ CAO, J&K Housing Board Jammu for information.
- 4) Joint Director Information Jammu for publication in the two English local Dailies and one National paper in their next edition for wide publicity.
- 5-8) Deputy General Managers, Housing Unit-I/II, Jammu/Srinagar for information.
- 9) M/S Vee Kay Industries, 177, Desh mandha Gupta Market Karol Bagh New Delhi.
- 10) M/S AIMIL Ltd. Industrial Estates, Mathura Road, New Delhi.
- 11) M/S Development Alternatives, 30-P, Sector-7, Trikuta Nagar, Jammu.
- 12) M/S NAIMEX, Plot No.59-H(A), NSEZ phase II, Noida-201305, U.P.
- 13) M/S Kwaliti Enterprises, 16, Patel Road, South Patel Nagar , New Delhi- 110008.

## INSTRUCTIONS TO TENDERERS

### 1. BASIS OF TENDERING :

1.1 The Tenderer, in his own interest, shall carefully examine the design data, specifications, and all other relevant data and conditions included in the tender document to ensure the adequacy of the same to frame his tender for this contract.

### 2. INSTRUCTIONS FOR SUBMITTING TENDER :

2.1 The tender shall be submitted under "two Cover" system as described below :  
The first envelope, clearly marked as "Cover I" should only include the following:

- a) Earnest Money deposit amounting to Rs.10,000/= in the shape of CDR/FDR/TDR in favour of Financial Advisor/CAO, J&K Housing Board Srinagar.
- b) Original Manufacturer registration certificate or their authorized registered dealers certificate and should have valid PAN No. and Sales Tax Registration.
- c) Certified copy of balance sheet/ CA's certificate certifying turnover for last two years. The Tenderer should have minimum annual turnover more than 20.00 Lacs.
- d) Acceptance of Terms & Conditions of Contract at pages 9 to 14 (Appendix A)
- e) Acceptance of specifications of equipment as per page 15 (Appendix B).
- f) Duly signed Performance Guarantee (Appendix C) Page 16.
- h) Technical / Commercial details as per the format (Appendix D) Page 17.

2.2 The Second Envelope clearly marked as "Cover: II" should only contain the Cast Offer and nothing else. The cast offer should be in the format specified at Appendix E Page 18.

If any condition or stipulation is included in Cover II, the tender shall be rejected.

2.3 The two sealed envelopes shall be enclosed in a bigger envelope, addressed to the Managing Director J&K Housing Board, Tulsibagh, Opposite Bakshi Stadium, Srinagar, which shall also be closed and sealed properly and subscribed Supply, installation and Commissioning of 1000kN compression testing machine with Tenderers name shown on the bottom left hand corner. The complete offer should reach on or before 31-05-2011 upto 2:00 Pm through registered post, speed post or courier only.

### **3 EARNEST MONEY**

- 3.1 Tenderers are required to deposit the Earnest money of Rs.10,000/= in the form of "Call Deposit Receipt/Fixed Deposit Receipt/Term Deposit Receipt pledged to the Financial Advisor/CAO J&K Housing Board Srinagar.
- 3.2 The Earnest money of the unsuccessful tenderer will be refunded on application by the tenderer after intimation of rejection of his tender is sent or the expiry of validity period whichever is earlier.

### **4 SUFFICIENCY OF TENDER :**

- 4.1 The rates quoted shall be inclusive of all the expenses for complete supply of equipment and shall, amongst other things, include all taxes, duties, toll, octroi, royalties, patent rights, etc.

### **5 ALL PAGES TO BE INITIALLED :**

- 5.1 All the pages of the tendered documents accompanying the tender shall be initialed at the lower right hand corner and signed where required in the tender papers by the tenderer or his authorized representative.

### **6 VALIDITY OF OFFER :**

It will be obligatory for the tenderers to keep the offer of their offers/quotations valid for a period of 120 days from the date of receipt of tender.

### **7. OPENING OF TENDERS :**

- 7.1 Tender documents will be opened by the Managing Director, J&K Housing Board or other officers as may be authorized on his behalf, at the office of the Managing Director J&K Housing Board, Tulsibagh, Opposite Bakshi Stadium, Srinagar on 31-05-2011 at 3.00 P.M. or any subsequent day convenient to the Managing Director, J&K Housing Board, Srinagar in the presence of the tenderers or their representatives who may wish to be present.
- 7.2 All envelopes containing price bids (Cover II) of all tenderers will be collected and enclosed in a single envelope and sealed by the officer opening the tenders in the presence of the tenderers/ their representatives which shall be opened at some later date and will be communicated to the tenderers whose Cover Ist is entertained.

7.3 Contents of the Cover Ist of all tenderers will be opened one by one to verify their contents. If the contents do not comply with the requirements stipulated vide clause 2.1, the tender shall be liable for rejection.

The conditions, deviations etc, shall then be read out subsequently, the offers shall be scrutinized in detail by the J&K Housing Board and/or the Consultants and in cases where the Technical details/drawings etc. are found acceptable, the offer shall be processed further so as to bring them at par as far as possible. For this, necessary clarifications and/ or confirmations on technical aspects as also financial implications for modifications of same, if any, along with financial implications for withdrawal of any conditions/deviations put forth by the tenderers shall be obtained in writing . These financial implications shall be considered along with the price bids submitted in Cover II to arrive at the final price offers of each tenderer. Cover II of the tenderers, whose Cover Ist are entertained for considering the offer further, will be opened thereafter.

## **8 REJECTIONS OF TENDERS :**

8.1 If a tenderer proposes any alterations in or additions to the prescribed price bid format (Appendix E), without clarifying same in his tender letter, or reserves the right to decline to carry out any work included in these tender documents, then his tender is liable to be rejected.

8.2 Canvassing in connection with the tender, in any form renders the tender to be rejected.

8.3 The Managing Director, J&K Housing Board, reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

## **9 AWARD OF WORK :**

9.1 The successful tenderer will be notified by allotment letter by the competent authority, to the address shown on his tender, that his tender has been accepted. This letter shall be treated as letter of award of work for all contract purposes.

9.2 The tender together with the letter of acceptance thereof shall constitute a binding contract between the successful tenderer and the corporation and shall form the foundation of the rights and obligations of both the parties.

9.3 The terms arrived at during the process of clarifications vide clause No.7 will be reduced in writing to specific agreed special conditions prior to the signing of the agreement, and these shall form part of the contract.

## **10. DOCUMENTS MUTUALLY EXPLANATORY :**

- 10.1 The several documents forming the contract are to be taken as mutually explanatory to one another, detailed technical specifications/ drawings being followed in preference to general specifications/ small scale drawings, figured dimensions in preference to scale dimensions and special conditions in preference to General Conditions.
- 10.2 In case the security deposit is furnished in the form of "Call Deposit Receipt" of any scheduled Bank and the Bank is unable for any reason to make payments against the call deposit receipt the loss caused thereby shall be borne by the contractor and he shall on demand from the Engineer-in-charge forthwith make good the deficit.
- 10.3 All compensations or other sums payable by the Contractor under the terms of this Contract may be deducted from his security deposit or from any sums which may be due to him and in the event of the security deposit being reduced by reason of any such above noted deductions, the contractor shall within 14 days of the receipt of the notice of demand from the Engineer In-charge make good the deficit.
- 10.4 There shall be no liability on the J&K Housing Board to pay any interest on the Security Deposited by or recovered from the Contractor.
- 10.5 The Security deposit will be retained by the J&K Housing Board free of interest, security against any non-compliance with prescribed specifications, rectifications of defects, which the contractor shall be liable to rectify or make good during the defect liability period. The security deposit will be refunded with his final bill or after his satisfactory compliance with his liabilities notified during the defect liability period, whichever is later.

**Deputy General Manager,  
Housing Unit III,  
Jammu.**



## Appendix-A

### General Conditions of Contract

#### 1. Definition: -

In construing this contract as defined in 1(f) below the following words shall have the meaning herein assigned to them except where the subject or contract otherwise requires:

- a) Employer/Board Owner : Shall mean Managing Director J&K Housing include his/their representatives/ assignees/ successors
- b) Engineer in Charge : Shall mean Dy. Manager /Manager in charge include his/their representatives/ assigns/ successors.  
Shall mean Manufacturer and shall include Contractor his/their legal representatives/ assigns/ successors.
- c) This contract : Shall mean invitation to tenders and general instructions to contractor's letter of acceptance of tender. Articles of agreement and conditions of contract, the appendix, system specifications and the schedule of quantities attached hereto and duly signed.

Words importing persons include firm and corporations. Works importing the singular only also include the plural and vice-versa where the contract requires.

#### 2. Scope of Contract:

The contractor shall carry out and complete the said work/ supplies in every respect in accordance with this contract and under the directions of and to the satisfaction of the Engineer in-charge. The Engineer In-charge may in his discretion and from time to time issue written instructions, details, directions and explanations which are hereunder collectively referred to as "Engineer In-charge" instruction in regard to :-

- a) The variation or modification of the quality or quantity of works/ supplies or omission or substitution of any work.
- b) Any discrepancy between the schedule of quantities and/or specifications.
- c) The removal and/or re execution of any works executed by the contractor.

supplies by the Engineer In charge shall if involving a variation, be confirmed in writing by the contractor within 14 days. And if not dissented from in writing within a further 7 days by the Engineer in-charge, such shall be deemed to be the Engineer In-charge instructions within the scope of the contract.

3. Delivery period :-

The successful Tenderer have to deliver the equipment within six week of issue of supply order. The compression testing machine is to be supplied one No. at Jammu and one No. at Srinagar and cast iron cubes 50 at Jammu and 50 No. at Srinagar.

4. Damage for Non Completion :

If the contractor fails to complete the works/ supplies by the date stated in the appendix or within any extended time under clause 6 thereof and the Engineer In-charge certifies in writing that in his opinion the same ought reasonably so to have been completed, the contractor shall pay or allow to the employer the sum named in the appendix as `liquidated damages' for the period during which the said works/ supplies shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

5. Force Majeure :

The right of the contractor to proceed with the work/ supplies shall not be terminated because of any delay in the completion of the work/ supplies due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, firms, floods, unusually serve weather and act of the employer.

6. Delay and Extension of Time :

In the opinion of the Engineer In-charge the works/ supplies be delayed:

- a) By force majeure.
- b) By reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
- c) In consequence of the contractor for not having received in due time necessary instructions from the Engineer In-charge for which he shall have specifically applied in writing.
- d) By reasons of Engineers In-charge' instructions as per clause 2. The Engineers In-charge shall make a fair and reasonable extension of time for completion of the contract works/ supplies.

In case the physical progress of the work/ supplies is delayed as compared to the time schedule referred to above due to reasons which are beyond the control of the contractor, or due to force majeure conditions, or due to delays owing to other agencies, strike or lock-out, the contractor shall apply in writing for extension of the time for completion of the work/ supplies, stating clearly the reasons for the delay, period of delay and the extension of time desired. The owner on satisfying himself that the reasons for delay are really beyond the control of the contractor, may grant extension of time for the completion of work/ supplies. No payment or compensation shall be made to the contractor in the event of the owner is not in a position to allow the contractor to do the work on specific

days and time due to whatsoever reason. Such delays are only for the consideration of extension of time. On no account any compensation shall be made to the contractor for extension of time due to delay made by the owner. However the liquidated damages from the contractor can be recovered on account of delay from his side for completion.

7. **Prices :**

The prices/rates quoted shall be inclusive of all taxes, duties, packing, forwarding, freight, transit insurance and all other levies as applicable by the Central as well as State Government. Failure to include all other taxes and duties will not entitle the tenderer to any extra claims from the employer. The contractor's rates shall remain firm and fixed during the currency of the contract

8. **Maintenance Manuals etc :**

Prior to the supply of equipment, the contractor shall furnish to the employer (3) three sets of a comprehensive manual, describing all components, furnish a list of spare parts and settings forth in details the instructions for the operation and maintenance of the equipment .

9. **Testing and handing over :**

On the supply of equipment/machine the contractor shall arrange to carry out various initial tests, in the presence of and to the complete satisfaction of the Engineer in-charge or his representative. Any defects or shortcomings found during the tests shall be speedily rectified or made good by the contractors at his own expense. In case if test readings are not satisfactory, contractor's shall carry out all modifications required to bring the unit up to the level of acceptability within a period, not exceeding 10 days from the date test readings are rejected and failure to do so, will entitle the clients to forfeit the Security Deposit.

10. **Copies of bill**

Contractor shall submit all bills and vouchers in Duplicate

11. **Defects liability**

Equipment/ Machine shall be guaranteed against defective materials and workmanship for a period of 12 months from the successful commissioning of contractor, shall entitle the Employer to do it at the contractors entire risk, cast and responsibility

12. **Rejection of Defective Plant :**

a) If on test any portion of the Compressed testing machine is found to be defective or not fulfilling the intent or the meaning of the specifications, the same shall be replaced or repaired to the entire satisfaction of the Engineer In-charge.

b) In case the contractor fails to remove the defects, within a period considered reasonable by the Engineer in-charge, the J&K Housing Board reserves the right to take necessary remedial measures through other agencies and all expenses thus incurred would be recovered from the contractor.

13. Variation

The J&K Housing Board shall be entitled to make any variation of the quality or quantity of the works/ supplies or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any reason it shall, in his opinion be desirable, he shall have power to order the contractor to do.

14. Contract Specification

Before execution of contract, the contractor shall check all specification and shall within ten days report any errors, discrepancies or omissions discovered therein to Engineer-in-Charge and obtain appropriate clarifications on the same. Any adjustment made by the contractor without prior approval of J&K Housing Board shall be at his own risk and cast.

15. Liquidated damages

(i) 0.25% (point two five percent) of contract value for every week of delay after the schedule date of completion of work/ supplies.

(ii) Total Amount of Recovery shall be maximum 10 % (Ten percent) of contract value.

16. Specifications

The Specifications lay down minimum standards of equipment and workmanship. Should the Tenderer wish to depart from the provision of the specifications, either on account of manufacturing practice or for any other reasons, he should clearly draw attention in his tender to the proposed points of departures and submit each complete information and specifications, as will enable the relative merits of the deviations to be fully approached. In the absence of any deviations, it will be deemed that the Tenderer is fully satisfied with the intents of the Specifications and their compliance with the statutory provisions and local codes.

**Tenderers not submitting equipment data in full, will do so at the risk of their tenders being valued with such information as may be available with the J&K Housing Board**

17. Maintenance of the Equipment/ machine and Training of Personnel :

The contractor shall also train the J&K Housing Board's personnel, to operate the machine and carry out routine checks, during the period of testing and commissioning. If found necessary, the supplier shall train such personnel at his works at no extra cast to the employer.

18. Completeness of the Equipment :

The contractor shall provide all required materials, equipment, ancillary items, etc., to install the compression testing machine intent and purpose of the contract, whether or not each and every item is mentioned in the specifications. Any shortcomings noticed at any stage shall be made good at no extra cast.

19. **Guarantee :**

a) The contractor shall guarantee that all the material, and components supplied, fabricated, designed and installed by him shall be free from defects due to faulty design material and/or workmanship, that the unit shall perform satisfactorily and the efficiency of the machine and all the components shall not be less than the values laid down in the specifications and the capacities, shall be at least equal to those specified.

b) The period of the guarantee shall be minimum (12) twelve months after the machine is successfully commissioned during which period if any or all components found to be defective shall be replaced or repaired free of charge and any short comings found in the system as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee.

c) If the defects are not removed within a reasonable time, the employer may arrange to do so at the contractor's risk and cost, without prejudice to any other rights.

20. **Terms of payment :**

90% towards cost of equipment shall be paid on successful testing and commissioning its verification by the Engineer In charge. Remaining 10% payment shall be paid after one month of commissioning.

21. **After Sales Service :**

The firm shall provide free services during the guarantee period and give prompt attention to any complaint of consignee at short notice.

22. **Arbitration :**

In case of any dispute arising at any time between the Contractor and the J&K Housing Board the same shall be referred to the Managing Director, J&K Housing Board who may give decision on such a dispute himself or request the Government to nominate any other officer of the Government for arbitration. Decision of the Managing Director or the officer nominated by the Government shall be final and binding on both the parties.

23. **Agreement: -**

The firm shall execute an agreement with the J&K Housing Board within 7 days from the date of allotment of work.

All the pages of this document (i.e. Appendix A, B, C, D& E) are required to be accepted, signed and enclosed with the respective offers.

**Deputy General Manager,  
Housing Unit-III,  
Jammu.**

## Appendex –“B” to NIT No. 04 of 2011-12 Dated: - 30.04.2011

### Specifications for 1000KN Compression Testing Machine, Hand Operated (Portable)

ANALOGUE Compression Testing Machine, should confirm to IS: 14858(2000) and calibrated with an accuracy of +- 1% as per the requirement of 1828(Class).

The equipment should consist of loading unit, an integral double acting manually operated pumping unit fitted to the base and should have calibrated load gauge fitted on the top. It should have detachable handle. The hydraulic cylinder should place on the base of the loading unit.

1. It should have Capacity of 1000 KN.
2. Max Vertical Clearance-340 mm.
3. Max Horizontal Clearance-220 mm.
4. Platen size-222 mm dia
5. Piston dia 157 mm.
6. Piston stroke-25 mm.

Deputy General Manager,  
Housing Unit-III,  
Jammu.

## Appendix-C

### PROFORMANCE GUARANTEE

We shall guarantee that the machine/ equipment supplied by us shall be free from defects due to faulty design, substandard material/ workmanship and that the equipment shall perform as per specifications.

The period of guarantee shall be (12) twelve months from the date of successful testing and commissioning of Compression Testing Machine. During this period any or all components of the material supplied by us, if found defective, shall be replaced free of cost. We shall provide the tools and tackles required for fulfilling the above guarantee.

We also undertake to provide local service and spares for the said equipment /system for at least ten years at the mutually acceptable terms and conditions after the expiry of the defect liability period of 12 months and ensure call response time of 6 hrs after the complaint is lodged with the firm.

**SIGNATURE AND CONTRACTORS/ DEALER'S STAM**



## Appendix-D

### Format for Ist Cover (Technical/Commercial)

S.No.	Particulars	Remarks
1.	CDR Details	
2.	Equipment to meet minimum specifications as listed at Page 15.	Acceptable/Not Acceptable Enclosed
3.	General, Terms and conditions of ( Appendix A ), contract as listed at pages 9 to 14 of the tender document.	Acceptable/Not Acceptable
4.	Attested copies of sales tax registration certificate, CA Certificate / Balance sheet for last two years	Enclosed/Not Enclosed

Signature of Tenderer  
Firm Seal

Deputy General Manager,  
Housing Unit III,  
Jammu.

## Appendix-E

### Price Bid

	<u>Particulars</u>	<u>Qty.</u>	<u>Rate in Rs.</u>	<u>Amount in Rs.</u>
	<p>Supply installation and commissioning of 1000kN compression testing machine</p> <p>1) 1000kN compression testing machine, hand operated, single guage.</p> <p>a) For Jammu. b) For Srinagar.</p> <p>2) Cast Iron cube moulds 150mm with ISI certification mark.</p> <p>a) For Jammu. b) For Srinagar.</p>	<p>01 No. 01 No.</p> <p>50 Nos. 50 Nos.</p>		
Amount in Rupees (Figures & Words)				

Note:-1) The tenderer is required to quote their prices for the Compression testing machine as per the technical specifications listed at pages 15 to 18 of this tender document.

2) The prices/rates quoted shall be inclusive of all taxes, duties, packing, forwarding, freight, transit insurance and all other levies as applicable by the Central as well as State Government . The contractor's rates shall remain firm and fixed during the currency of the contract.

Signature of Tenderer  
Firm Seal

Deputy General Manager,  
Housing Unit III,  
Jammu.