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GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE GENERAL MANAGER, RANBIR GOVT. PRESS, JAMMU

E-Tender Notice No : 05 of 2017
Dated :- 05-10-2017

For and on behalf of the Government of Jammu and Kashmir, e-bid is invited for the finalization of Annual Rate Contract for the Procurement of "MACHINERY AND EQUIPMENT" (as annexed herewith) from manufacturers and authorized firms. Preference shall be given to the tenderers holding DGS&D Rate-Contract / having BIS/ISO specification duly supported by documentary proof, of course other things being equal for the supply of Machinery/ equipments to Ranbir Government Press, Jammu as per details annexed to this e-tender notice forming part of terms and conditions of this e-NIT. The e-tender Notice can also be downloaded/accessed on our official website rgp.jk.in

S.No.	Name of the tender	Cost of tender fee	Earnest Money
1.	MACHINERY AND EQUIPMENT"	Rs. 600/-	Rs. 2,00,000/- (Rupees Two lacs only or equivalent to 5% of their tendered cost subject to minimum of Rs. 50,000/-

The bidding documents consisting of qualifying information, eligibility criteria, specifications, bill of quantities (B.O.Q), set of terms and conditions of contract and details can be seen/downloaded from the official website www.jktenders.gov.in as per schedule dates given below :-

01	Dated of issue of tender of bidding documents	06-10-2017 (2:00 P.M)
02	Period of downloading of bidding documents	06-10-2017 (2:00 P.M) to 07-11-2017 (4:00 P.M)
03	Bid submission start date	06-10-2017 (2:00 P.M)
04	Bid submission end date	07-11-2017 (4:00 P.M)
05	Deadline for receiving the hard copies including original DD & EMD etc.	06-11-2017 (3:00 P.M)
06	Date & time of opening technical bids	08-11-2017 (10:00 A.M)
07	Date & time of opening of financial bid (online)	To be notified after technical bid evaluation

For and on behalf of the Governor of Jammu and Kashmir

Sd/
General Manager

Copy to:

1. Commissioner/Secretary to Govt. ARI & Trainings Department, Civil Secretariat, J&K Srinagar, for information.
2. General Manager, Govt. Press Srinagar for publication of N.I.T. in next issue of Govt. Gazette
3. Deputy Director Information Department, Jammu for favour of publication in any two leading local daily news papers & one National News Paper for wide publicity.
4. All members of Purchase Committee
5. Notice Board.

GOVERNMENT OF JAMMU AND KASHMIR
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For and on behalf of the Government of Jammu and Kashmir, e-bid is invited for the finalization of Annual Rate Contract for the Procurement of "MACHINERY AND EQUIPMENT" (as annexed herewith) from manufacturers and authorized firms. Preference shall be given to the tenderers holding DGS&D Rate-Contract/having BIS/ISO standard specification duly supported by documentary proof, of course other things being equal for the supply of Machinery/ equipments to Ranbir Government Press, Jammu as per details annexed to this e-tender notice forming part of terms and conditions of this e-NIT.

S.NO.	Name of the e-NIT	Cost of tender fee	Earnest Money
01	Machinery/Equipments for Ranbir Govt. Press Jammu.	Rs. 600/- (rupees six hundred only)	Rs. 2,00000/- or equivalent to 5% of their tendered cost subject to minimum of Rs. 50,000/-

2. The tender document for the Machinery/Equipments can be seen from 06-10-2017 (2:00 P.M) on the website <http://jktenders.gov.in>.
3. The tender documents can be downloaded from the above website from 06-10-2017 (2:00 P.M) to 07-11-2017 (4:00 P.M) only
4. The bids shall be deposited in electronic format on website <http://jktenders.gov.in> from 06-10-2017 (2:00 P.M) to 07-11-2017 (4:00 P.M)
5. All the following requisite documents must be received in shape of hard copy in the office of the General Manager, Ranbir Govt. Press, Jammu on 06-11-2017 (3:00 P.M) through by Person/Speed Post/Registered Post/Courier only before due date of submission of bid. Department shall not be responsible for any delay due to any reason.
 - (a) Cost of tender document in shape of demand draft.
 - (b) Earnest money (in shape of CDR/FDR) in original favoring the General Manager, Ranbir Government Press, Jammu.
 - (c) Self attested copy of Income Tax Registration (PAN Card).
 - (d) Self attested copy of GST registration.

- (e) Registration Certificate of the Firm under Companies Law.
 - (f) Registration certificate if registered with DGS&D as an approved supplier or registered as a small scale unit with small scale industries.
 - (g) Latest income tax clearance certificate.
 - (h) In case of wholesale Dealer/Distributor/Agents, Authority Letter (in original) from the Principal Manufacturer.
 - (i) One copy duly sealed and signed by the tenderer confirming the detailed information of Technical and Commercial Package regarding the Equipment/Machinery quoted by the Tenderer as per Annexure-I enclosed with tender document.
 - (j) One copy of warranty certificate duly stamped and signed (specimen enclosed as Annexure-II).
 - (k) Compressive warranty certificate as per Annexure-III.
 - (l) Printed material about the model of the equipment/machinery offered.
6. Those bidders who will qualify the technical evaluation have to be eligible for financial bid.
7. The tenderer must possess eligibility criteria mentioned below to participate in the tender.
- (a) Manufacturer should have got registered with company Law Affairs under Company's Act.
 - (b) The bidder shall be manufacturer or authorized agent/dealer/distributor of the manufacturer who has designed & manufactured the machines/equipments as per specifications given in Annexure-A of the documents and which are in successful operation in Government of India/State Government organization/department & PSU for 3 years on the data of bid opening. The bidders shall furnish details of supplies made in the last 3 years to the Government of India/State Government organizations/ Department PSU along with user's certificate regarding satisfactory functioning of the said machinery/equipments.
 - (c) The Firm should have facility to provide after sales service support.
 - (d) The firm must certify that the spares of life span of the machinery/equipment would be readily available for maintenance.
 - (e) The Firm after expiry of mandatory of comprehensive onsite warranty of the machinery/equipment indicating there in the Annexure 'A' as per the terms and conditions of this tender must in a position to provide AMC beyond the warranty period and the charges of the AMC to be mentioned separately vide a separate enclosure annexed as Annexure-IV. The annual maintenance cost shall, however, payable on pro

rata basis every year on production of consignee's satisfactory maintenance certificate for the preceding year. The seller shall do the Preventive Maintenance as per Maintenance Schedule mentioned in the Maintenance Manual of the Equipment/Machinery. The seller should rectify the defect within 48 hours after reporting the claim. If downtime increases beyond 48 hours their warranty/AMC would get extended by the period of the downtime. Downtime means the period between day of reporting the defect to the day of rectification.

- (f) Training will have to be imparted to the staff of Ranbir Government Press, Jammu at consignee's place by the supplier free of cost within one month from the date of delivery of the machinery/equipment.
8. Complete bidding process will be on line. (Price bid not to be submitted in physical form).
 9. Ranbir Government Press, Jammu does not issue Route permits concessional forms/ exemption certificate for entry tax or octroi etc, as such rates should be quoted FOR destination.
 10. The tenderer(s) shall submit the technical bid in two separate sealed envelopes as under;
 - i. Envelope-I, "Technical Bid", which shall include the document;
 - a) Requisite documents as asked in clause 5 of the tender.
 - b) Any other relevant document which the tenderer may like to submit.
 - ii. Envelope-ii, CDR/FDR and Demand Draft.
 11. The conditional tender(s) not adhering to any of the terms of the e-NIT and Annexures thereto or vague, may not be entertained.
 12. The tenderer(s) while quoting rate of the item must mention specifically the quality, manufacturers name, trade mark etc. The rate should be quoted inclusive of all taxes/VAT/GST/Freight payable within the state or outside FOR Ranbir Govt. Press, Jammu as the case may be.
 13. The tenderer(s) shall specifically quote the taxes applicable under rules. However, the rates of Government levies/taxes quoted by the tenderers if increased/decreased can be reviewed at the time of delivery of Machinery/equipments on the production of documentary evidence to be decided on merit of each case.
 14. The tender must contain the details like name of manufacturer/authorized dealer, registration of the firm giving therein location, registration number, CST/GST/TIN number, name of signatory, his status in the company/firm, whether registered under Sales Tax Act.

The tenders without CST/GST/TIN number are liable to be rejected without assigning any reason by the Purchase Committee.

15. The selection of the items shall generally be made on specification's, quality vis-a-vis rates and can be asked for further details if felt necessary. The Purchase Committee is not bound to approve all items of the e-N.I.T and also not bound to accept lowest tender and may reject any or all tenders or part thereof without assigning any reasons. The Purchase Committee also reserves the right to relax any condition/specification of the e-NIT in the interest of the Government without assigning any reasons thereof. The quantity mentioned in the "Annexure-A" is purely tentative which can be increased/decreased as per the actual requirement at the time of placement of formal supply orders and depending upon the availability of funds under the relevant account head.
16. The successful tenderer(s) shall have to furnish to the convener Survey committee, Gate Pass of the manufacturer with each and every consignment and the certificate to the effect that the particular machinery/equipment stands manufactured by the respective Mill/Manufacturing Unit.
17. The purchase officer or his authorized representative shall have at all reasonable time, access to the supplier's premises, and shall have the power at all reasonable time, to inspect and examine the materials and workmanship of the machinery/equipment to ensure quality.
18. The CDR of un-successful tenderer(s) may be released after the allotment of contract in favour of successful tenderer(s).
19. The successful tenderer(s) shall generally have to make supply of the machinery/ equipment within one month from the date of issue of supply order. In case the supplier fails to make supply in full or part thereof or back out within or after stipulated period or the supplies are not found in conformity with the ordered specifications by the survey committee, the Purchase Committee may consider imposition of penalty/ blacklist/forfeit the security deposit in full or part thereof depending upon the report of the survey committee. In case supplies are rejected by the survey committee the same shall have to be lifted by the supplier(s) at his/their own cost within ten days after the receipt of intimation from the indenting Department concerned.
20. The successful tenderers shall have to execute an agreement with the Government of Jammu and Kashmir through the General Manager, Ranbir Govt. Press Jammu relating to the detailed terms and conditions of the contract before placement/issuance of supply order. In case the successful tenderers fail to execute the agreement within the stipulated period, his offer shall be deemed to have been cancelled and security deposit forfeited in favour of the Government and the authorities shall be free to make such orders/arrangements as deemed proper. The terms and conditions of this tender shall form as part of the terms and conditions of supply order and agreement.

21. The successful tenderers before entering into an agreement with the Government of Jammu and Kashmir through the General Manager, Ranbir Govt. Press Jammu shall have to deposit security equivalent to five percent of the estimated value of the ordered quantity. However, earnest money of the successful tenderer(s) shall be adjusted against the security deposit.
22. The contract of supply can be repudiated at any time if the supplies are not made to the satisfaction of the Government.
23. The machinery/equipment to be supplied should strictly conform to the specification/ quality.
24. The machinery/equipment to be supplied by the successful tenderer(s) may be required to be marked wherever possible as "J&K Government" indicating also the name of the firm, the year of supply by way of printing. Erasable/ superficial writing shall not be entertained.
25. The General Manager, Ranbir Government Press, Jammu shall consider imposition of penalty up-to 10% of the total cost of such belated supplies depending upon the merit of each case after obtaining approval of the Purchase Committee.
26. The rates (except taxes) offered by the successful tenderer(s) and acceptance of which is communicated, shall under no circumstances be allowed to be enhanced during the currency of the contract. Besides tenderer has to certify that the rates quoted/charged, are lowest in comparison to market rates. Moreover market survey wherever felt necessary shall be made.
27. The successful tenderer shall be bound to ensure proper packing of the machinery/ equipment ordered in his favour, so as to avoid damage during transportation and also ensure the delivery of machinery/equipment in good condition to the consignee at destination. To ensure delivery of the supplies in sound condition the suppliers should ensure the materials. The filing of claims, if any and settlement thereof shall be the responsibility of the supplier and the Department shall in no case be responsible for this. In the event of any loss, damage, breakage, leakage during transportation etc or any other shortage found at the time of delivery/ inspection of machinery/ equipment by the survey committee, no cost on such account shall be paid by the Department and the supplier should replace the supplies free of cost. The General Manager, Ranbir Government Press, Jammu shall in no case place orders without the availability of funds sanctioned from competent authority and fulfillment of all codel formalities, besides satisfaction of the quality and rates of the machinery/equipment thus ordered.
28. 90% (Ninety percent) payment shall be released for the ordered quantity by the Department on the report of the survey committee if certifying that the machinery/ equipment received in the stores are according to the approved specifications mentioned in the supply order/e-NIT and entering the same in the store record duly authenticated by the competent

authority. The survey committee may if felt necessary get the quality of the supplies checked/verified from the relevant Agency/Experts. The balance 10% shall be released only after the amount of penalty, loss, damage, breakage, leakage, shortage or replacement of items if any is recovered from the supplier, fulfillment of other codel formalities and satisfaction of the concern that the said equipment is running in a good working condition.

29. Remittance charges on payment made to the firms will be borne by the tenderer.
30. The security deposit of the successful tenderer(s) shall be released at the close of the financial year by the General Manager Ranbir Government Press, Jammu after completion of the contract and after production of the following certificates from the concerned;
 - a) Income Tax Clearance Certificate.
 - b) Latest GST Clearance Certificate.
 - c) Successful Completion of the contract.

OR

However, where the General Manager Ranbir Government Press, Jammu is satisfied that the Department has no further requirement of the particular item during the period of the contract, the security deposit may be released at the earliest as a special case for the items before completion of the contractual period but after fulfillment of other obligation required under rules. Moreover early release of security deposit shall in no case be a binding or claimed as a matter of right.

31. The tenderer(s) shall be bound to demonstrate/extend a code of moral conduct at the time or pre/post-opening of the tenders, finalization of rates viz-a-viz procurement process of items or else otherwise in the event of any indulgence under unfair means, interference /pulls and pressures/coercion or misconduct, the tenders may not be opened or if opened the chairman, Purchase Committee shall reject any such offer/ tender besides resort to booking of such offender under law, if need be.
32. The Rates quoted by the tenderer(s) shall remain effective for a period of one year from the date of finalization of rates contract or till fresh Rate-Contract is issued, whichever is earlier.
33. The Chairman, Purchase Committee shall also be within his discretion to change the venue of the convening of any meeting for purpose of opening of tenders/finalization of rates.
34. The rejected machinery/equipments shall be removed by the contractor from the store immediately after rejection. The department in no case shall be responsible for any loss, damage, shortage and leakage that may occur during the contract. In the case of delay in lifting of rejected machinery/equipments the General Manager shall penalize the firm in terms of clause-18 with the approval of Purchase Committee.

35. If any dispute, doubt, question or difference concerning the constitution, effect or meaning of any clause of the tender notice of the respective rights of liabilities of the parties hereunder shall any time hereafter arise, then every such dispute, doubt, question or difference shall be referred to such officer of Government of J&K for Arbitration under the J&K Arbitration Act as may be nominated by the Hon'ble Minister incharge stationery and printing Department. The decision of the Arbitrator shall be final, conclusive and binding on both the parties.
36. The contractor shall not assign or sublet his contract or any part thereof to any other agency.
37. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size and make etc. of the machinery/equipment to be supplied. If there is any doubt as to the meaning of any portion of these conditions or of the specifications etc. the contractor, before signing the contract, shall contact to the officer In-charge and get clarification whatever required from this Department.
38. All legal proceedings if unavoidable to arise and to institute by either of the parties to the contract, the same shall be subject to the exclusive jurisdiction of courts situated in Jammu and Kashmir State.

For and on behalf of the Governor of Jammu and Kashmir.

Sd/

Member Secretary
Purchase Committee
Ranbir Govt. Press
Jammu.

Copy for information to the:-

1. Commissioner/Secretary to Government, ARI and Trainings Department, J&K, Srinagar.
2. Commissioner, Commercial Tax Department, J&K, Jammu.
3. Chairman (General Manager) Purchase Committee Ranbir Government Press, Jammu.
4. Members of the Purchase Committee Ranbir Government Press, Jammu.
5. Members of the Survey Committee Ranbir Government Press, Jammu.
6. Concerned file.

Annexure-I

CONFIRMATION OF THE FOLLOWING INFORMATION AS TECHNICAL AND COMMERCIAL PACKAGE RELATED TO THE MICHINERY/EQUIPMENT QUOTED BY THE TENDERER AND ATTACH THE SAID FOLLOWING INFORMATION DOCUMENT IN TECHNICAL BID :

- (a) Warranty period of the Machinery/Equipment from the date of acceptance _____Months
- (b) Guarantee period of the Machinery/Equipment from the date of acceptance _____Months
- (c) Two copies of each Operation and Maintenance Manuals(Instructions and Diagrams) in English shall be forwarded in advance in case contract is awarded and order placed to the firm.
- (d) Repair & Maintenance and after Sales Service facilities.
- (e) Installation of Equipment/Machinery & Training to the staff free of cost.
- (f) AMC of the equipment for _____years after warranty/guarantee period.
- (g) Availability of spares of life span of Machinery/Equipment of the Manufacture/supplier
- (h) Delivery period of the equipment from the date of issuance of supply order _____days.

SEAL

Signature_____

Name and Address of Manufacture/Supplier.

WARRANTY CERTIFICATE

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair and overhaul of the Machinery/Equipment or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within warranty period.....months of the date of acceptance, we undertake the guarantee to repair/supply free of cost the defective items up to the final destination and the inland expenses borne by the indenter will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the equipment/machinery shall expire (except in respect of complaints of which the contractor has been notified prior to such date)months in case of equipment/machinery after their successful acceptance by the purchaser.

SEAL of manufacturer/supplier.

Signature.....

Dated _____

Name and Address of Manufacturer/Supplier

**QUOTE FOR COMPREHENSIVE ANNUAL MAINTANENCE CONTACT (AMC) OF
MACHINERY/EQUIPMENT FOR TWO YEARS**

Cost of Comprehensive AMC ofmachine inclusive of all Taxes etc. at the site of consignee (Ranbir Government Press, Jammu).	1 st year (Afteryears Warranty)	2 nd Year (AfterYears Warranty)
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Note : The tenderer may use the separate sheet also for quoting the rates and other technical details regarding the AMC of Machinery/Equipment.

Place :

Date :

Signature of Proprietor/Director/Managing
Director/Constituted authority.

Name :

Designation :

INSTRUCTION TO BIDDERS REGARDING E-TENDERING PROCESS:-

1. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
2. 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 vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificate, need not to procure new Digital Signature Certificate.
3. 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.
4. Bids will be opened online as per time schedule mentioned in the NIT.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
7. All the required information for bid must be filled and submitted online.
8. Bidders should get ready with the scanned copies of cost of document & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents are submitted to the Tender Inviting Authority by Registered post/courier as per time schedule specified.
9. 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.
10. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
11. Bidders are advised to use “My Documents” area in their user on <http://jktenders.gov.in> , e-tendering portal to store important documents like TIN No. VAT Certificate, Sales Tax Clearance Certificate, Income Tax Certificate, Manufacturer authorization and other related documents etc., and attach these certificates to my documents while submitting their bids.
12. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes and it should be saved with the same as it contains.
13. Bidders are advised not to scan their documents at 100 DPI (Dots per Inch) resolutions; with Black and White, PDF/Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>

Digitally signed by General Manager