

Government of Jammu & Kashmir,

Office of the Executive Engineer Flood Spill Channel Division, Narbal.

NOTICE INVITING TENDER

**Fresh e-NIT no. 17 of 09/2015 to 06 of 04/2015, dated: 24/04/2015**

For and on behalf of Governor of J& K State, fresh e-tenders are invited on the **Item rate basis** from approved and eligible contractors registered with J&K State Govt. CPWD, Railways & other State/ Central Governments for the following works.

S. No	Name of work	Est. Cost (Rs. In lacs)	Cost of T/Doc (In Rupees)	Earnest Money (In Rupees)	Time of Comp. in days	Time & date of opening of Bid	Class of Contractor	Major Head of Account
1	2	3	4	5	6	7	8	9
1.	Construction of Flood Protection bund on right side embankment of Doodganga Nallah near house of Ali Mohd & Abdul Aziz RD 21603 m to RD 21663 m	Rs. 6.30 Lacs	Rs.600/=	Rs. 12600/=	20 days	05/05/2015	DEE & CEE	4711-FMP Anti-erosion of Doodganga Nallah.

Position of AAA/TS: Approved

Position of Funds: Demanded.

1. The Bidding documents consisting of eligibility criteria, specification, bill of quantities (B.O.Q) set of terms & conditions of contract and other details can be seen/ downloaded from the departmental website [WWW.JKtenders.gov.in](http://WWW.JKtenders.gov.in) as per schedule of dates given below:-

01	Date of issue of Tender Notice	
02	Period of downloading of bidding documents	
03	Bid submission start date	
04	Bid Submission end date	
05	Deadline for receiving the hard copy (Original DD & EMD)	
06	Date & time of opening Bids (on line)	

Contd on page No.....2

2. Bids must be accompanied with cost of tender document in shape of Demand Draft/ GR in favour of **Executive Engineer, Flood Spill Channel Division, Narbal** ( Tender inviting authority) and earnest money / Bid Security in shape of CDR/FDR pledged to **Executive Engineer, Flood Spill Channel Division, Narbal.**
  3. The date and time of opening of Bids shall be notified on Web Site [WWW.JKtenders.gov.in](http://WWW.JKtenders.gov.in) and conveyed to the bidders automatically through and e-mail message on their e-mail address. The bids of responsive bidders shall be opened online on the same website in the office of the Chief Engineer, Kashmir Irrigation & Flood Control Department Srinagar.
  4. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
  5. The earnest money shall be fortified if:-
    - (a) Any bidders/enderer withdraws his bid/tender during the period of bid validity or makes any modification in terms and conditions of the bid.
    - (b) Failure of successful bidder to furnish the required performance security within the specific time limit.
    - (c) Failure of successful bidder to execute the agreement within 15 days after fixation of contract.
  6. **Instruction to bidders regarding e-tendering process:-**
    - 6-1 Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on Website [www.jktenders.gov.in](http://www.jktenders.gov.in) acquaint bid submission process.
    - 6-2 To participate in bidding process, bidders have to get “Digital Signature Certificate (DSC)” as per information Technology Act 2000. Bidders can get digital certificate from any approved vendor.
    - 6-3 The bidders have to submit their bids online in electronic format with digital signature. No. financial bid will be accepted in physical form.
    - 6-4 Bids will be opened online as per time schedule mentioned in Para-1
    - 6-5 Bids must ensure to upload scanned copy of all necessary documents with bid. Besides original/photocopies of documents related to the bid be submitted physically/be registered post/through courier before the date specified in Para -1
- Note:- Scan all the documents on 100dpi with black and white option.**
7. The department will not be responsible for delay in online submission due to any reasons.
  8. Scanned copy of cost of tender document in shape of Demand Draft in favour of the **Executive Engineer Flood Spill Channel Division Narbal** and Earnest money/bid security in shape of CDR/FDR if applicable pledged to **Executive Engineer Flood Spill Channel Division Narbal** must be upload with the bid. The original demand draft (Cost of tender document), CDR/FDR (earnest money/bid security) and relevant documents to be submitted to the tender opening authority by registered post/courier/by hand before due date of submission of tender/as per time schedule specified.
  - 9,(a) Bidders are advised not to make any change in BOQ/(Bill of quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ download should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.

9,b(i). **Contractor/Bidder who fails to submit the hard copies for their uploaded tenders will be debarred form participating in the tendering process for a period of six months in the first instance. Their online uploaded tenders will not be considered for the said period.**

9,b(ii). **The CDR/DD uploaded for the work shall be forfeited.**

9. **Price escalation and taxes:-** The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes up to completion of the work unless otherwise, specified. Deduction on account of taxes shall be made from the bills of the contractor on gross amount of the bill as per the rates prevailing at the time of recovery.

10. **Bidders are advised to use “My documents” area in their user on I & FC e-tendering portal to store such documents as are required.**

11. **Instructions to Bidders(ITB)**

12-1. All bidders shall include the following information and documents with their bids:-

(a) Copies of original documents defining constitution/legal status, place of registration and principal place of Business.

**(b) Valid Tin No & PAN No.**

12-2. The bidders at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.

12-3 All documents relating to the bid shall be in the English Language.

12. **The Departmental material shall be supplied to the contractor on following rates from Divisional Stores:-**

(i) Cement @ Rs. 410/bag.

(ii) Crate Mesh 4”x 4” @ 17.00/Sft.

(iii) TMT bars @ Rs. 5550/Qt.

In case of non-availability of stocks in divisional stores the contractor may purchase required material of quality and specifications prescribed, to the certified by Engineer in charge after getting non-availability certificate from Executive Engineer and shall not be entitled for any type of excessive rate on this account.

13. If the bidder does not quote rate for any item of the rate list/quantity schedule, cost of such Item / items shall be deemed to be part of the overall/total contract value. No rate shall be allowed for such item/items in the allotment of contract.

14. **General Conditions of Contract:-**

15-1. The date of start of the work shall be reckoned within one week from the date of issuance of LOI/Contract allotment as the case may be.

15-2 **Penalty for delay in completion:-** In case of delay in completion of work beyond stipulated period of completion, penalty up to maximum of 10% of the contract shall be imposed.

15-3 **Time Extension:-** Suitable time extension shall be granted in case at increase in scope of work and in the event of delay beyond control of contract to be determined by the department.

15-4. **Advance payments:-** No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.

- 15-5. **Retention Money:-** 10% shall be deducted from each running bill of the successful contractor which shall be released after virtual completion of work in all respects.
- 15-6. **Amendment of bidding documents:** - Before the dealing for submission of bids the employer may modify the bidding documents by issuing Addenda.
- 15-7. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reasons thereof.
- 15-8. **Unbalanced Bid:-** In case bid of the lowest bidders is found unbalanced i.e 15% below than advertised cost the bidder shall have to produce additional performance security of 3% of contract in shape of CDR/FDR before issuance of contract allotment.
- 15-9. **Restoration of work:-** On completion of contract the contractor shall responsible to remove all un-used material and restore all work in its original position at his own cost.
- 15-10. **Arbitration:-** The arbitration shall be conducted in accordance with the arbitration procedure stated in the J & K conciliation and arbitration Act No. XXXV of 1997 issued vide SRO No. 403 vide notification of J & K Govt. "Law department 11<sup>th</sup> December 1997).
- 15-11. **Defect liability period:** The DLP shall be calculated from date of certificate completion of work and period shall be 6 month.
- 15-12. **Safety:-** The Contractor shall be responsible for safety of all activities at site of work.
- 15-13. **Discoveries:-** Anything of historical or other interest or other interest of significant value unexpectedly discovered on the site shall be the property of the government.
- 15-14. **Test:-** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own costs.
- 15-15. **Termination:-** The employer may terminate the contract if the contractor cases a fundamental breach of the contract.
- 15-16. **Fundamental breach of contract will include:-**
- (a) Continuous stoppage of work for a period of 30 days without authorization of Engineer in-Charge.
  - (b) Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulter contractors.
  - (c) If the contractor failed to start/ complete the work, within the stipulated time period, his CDR/Earnest Money shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in Irrigation & Flood Control Department at least for one year.

15-17. **Major Labour Laws applicable to establishment engaged in building and other construction work:-**

- (a) Workmen compensation Act. 1923.
- (b) Payment of gratuity Act. 1972.
- (c) Employees P.F and miscellaneous provision Act. 1952.
- (d) Maternity benefits Act. 1951.
- (e) Contract Labour (Regulation and Abolition) Act. 1970.
- (f) Minimum wages Act. 1936.
- (g) Payment of wages Act. 1936.
- (h) Equal remuneration Act. 1979.
- (i) Payment of bonus Act. 1965.
- (j) Industrial deputed Act. 1947.
- (k) Industrial employment standing orders Act. 1946.
- (l) Trade Union Act. 1926.
- (m) Child Labour (Prohibition & Regulation) Act. 1986.
- (n) Inter State Migrant Workmen's (Regulation of employment & conditions of service Act. 1979.)
- (o) The building and other construction workers (Regulation and employment and condition of service) Act 1996 and the census Act. of 1996.)
- (p) Factories Act 1948.
- (q) Compliance with Labour regulation laws of J & K State.

15-18. Insurance:- Insurance cover to Labour/Machinery/Work/Plant material/Equipment by the contractor shall be mandatory.

15-19. Laws Governing the Contract:- The contract shall be governed by laws of the land.

15-20. Courts Jurisdiction:- In case of any disputes/difference between contractor and department the jurisdiction shall be J & k State.

15-21. Time Extension:-

- (a) The work to be completed within the limit specified in the NIT and the time of completion will also increase/decrease in proportion with additional/deleted quantum of work depending upon the actual quantum of work.
- (b) Request for extension of time shall be made by the contractor in writing not later than fifteen days of happening of the event causing delay. The contractor shall also indicate in such a request the period for which extension is desired.
- (c) Abnormal/bad weather or serious loss of damage by fire or civil commotion, strike or lockout( other than amount the labour engaged by the contractor) affecting any or the trade employed on the work or Non-availability of departmental stores. Any other causes which in the absolute discretion of the accepting authority is beyond the contractor's desire.
- (d) On contractors representation based on the grounds as details above the time for completion of the work may be extended by a period considered reasonable by the department.

- e. Extension of time shall be also admissible in the event of temporary suspension of work.  
f. The tender/ bid is liable to rejection if it does not fulfill the requirement as laid down in NIT.

All other terms & conditions are as per the PWD form 25 (Double agreement form)

**No. FSCDN/CS/4171-96**  
**Dated. 04/09/2015.**

**S/d**  
**Executive Engineer,**  
**Flood Spill Channel Division,**  
**Narbal.**  
**(Fayaz)**

*Copy to the:-*

1. Chief Engineer, Irrigation and Flood Control Department, Srinagar for information.
2. District Development Commissioner, Budgam, for information.  
Superintending Engineer, Hydraulic Circle, Budgam for information.
3. Private Secretary to Minister of P.H.E, Irrigation & Flood Control Civil Secretariat Sgr / Jammu for kind information of Hon'ble Minister.
5. Assistant Director Information Department, Srinagar, for information. He is requested to get the NIT published in two leading local dailies of the valley, and broadcast on A.I.R Srinagar before its due date.
- 6-8. Executive Engineer, \_\_\_\_\_ for information.
9. Assistant Executive Engineer Flood Spill Channel, Sub-Division Rambagh for information.
- 10-17. Contractors Association, Sheikh Bagh/ Court road/Narbal/Sada Bahar/Sonar Qalipora/  
National Contract Association, Chadoora/ Pir Panchal Contractor's Association  
Zanigam Beerwah/ S.H.G of Engineers Association Narbal.
- 18-21. H.D/ H.A /A.A.O/ Divisional office for information.
22. I/C computer Section Direction office to upload the NIT in WWW. Jktenders.gov.in
24. Office Board.

