

UNION TERRITORY OF JAMMU & KASHMIR  
**OFFICE OF THE EXECUTIVE ENGINEER JAL SHAKTI DEPARTMENT, (FLOOD SPILL CHANNEL), DIVISION NARBAL.**

Fax/Phone: 01951-260223

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## Notice inviting e-Tender

**e-NIT No: - 24 of 2021-22**

**Dated: - 21/12/2021.**

For and on behalf of the Lieutenant Governor, Union Territory of Jammu and Kashmir, e-tenders (in Single Cover System) on item rate basis are invited from approved and eligible contractors for the following work to be opened by the Executive Engineer, Flood Spill Channel Division Narbal.

S No	Name of work	Estt. Cost (Rs. in lakh)	AAA	Cost of T/ Doc. (in Rs.)	Earnest money in BDC	Tech. Sanction	Time of Completion	Class of contract	M.H of Account
01	Channelization of Sukhnag nallah including strengthening and raising of both embankments at Zanigam Kangripora at Spots (Spot-II).	<b>6.97</b>	Accorded	500/-	Bid Declaration certificate	Sanctioned	15 days	DEE & CEE	4711-UT Capex.

### Position of funds : Available

- The Bidding document consisting of qualifying information, eligibility criteria, specifications, set of terms and conditions and other details can be seen/ downloaded on e-procurement Portal [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of dates given below:

1.	Date of issue of Tender Notice	<b>21/12/2021.</b>
2.	Date of start of downloading	<b>21/12/2021 from 18:00Hrs.</b>
3.	Bid submission start Date Technical/Financial	<b>21/12/2021 from 18:30Hrs.</b>
4.	Bid Submission end date	<b>27/12/2021 up to 18:00 Hrs.</b>
5.	Date & Time of opening of Tenders(online)	<b>28/12/2021 at 11:00 AM.</b>

- Bids must be accompanied with cost of tender document (Non- Refundable/ Non- transferrable) to be deposited under **MH: 0701-Rev. Misc.** in shape of **Treasury Challan/ receipt or e-Challan** (mentioning therein NIT No, S No of work and Adv. Cost of work) to be pledged in favour of the Executive Engineer Jal Shakti Department (Flood Spill Channel), Division Narbal and **Bid Security declaration form duly self-attested instead of Bid Security (EMD) as per Finance Department J&K Civil Secretariat Jammu/ Srinagar Circular issued vide No. A/Misc (2018)-III-895/J, dated: 2/12/2020, issued under endorsement No. DB/9832-38, dated: 14/01/2021, b the Chief Engineer, Jal Shakti Irrigation & FC Department Srinagar and Superintending Engineer Hydraulic Circle Budgam's vide No. SE/Hyd/CS/Bud/493-94, dated: 18/01/2021. However, in case of compelling circumstances the same shall be obtained from the successful bidder by this department. (Refer Appendix-I).**
  - Performance Security upto 03% shall have to be furnished by the successful tenderer whenever asked by the department (Refer Appendix-I)**
- The bids for the work shall remain valid for a period of 90 days from the date of opening of Price bids.
- The earnest money shall be forfeited if:**
  - Any bidder / tenderer withdraws his bid/ tender during the period of bid validity or makes any modifications in the terms and conditions of the bid.

## 5. Instructions to bidders regarding e-tendering process.

- 5.01 Bidders are advised to download bid submission manual form the “Downloads” option as well as from “Bidders Manual Kit” on website [www.jktenders.gov.in](http://www.jktenders.gov.in) acquaints bid submission process.
- 5.02 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.
- 5.03 The bidder has to submit their bids online in electronic format with digital signature. No bid will be accepted in physical form.
- 5.04 Bids will be opened online as per time schedule mentioned in above at S. No. 1.
- 5.05 Bidders must ensure to uploads scanned copy of all necessary Documents.

### **Note: Scan all the documents on 100 dpi with black and white option.**

6. The department will not be responsible for delay in online submission of tender due to any reason/ reasons.
7. Scanned copy of **Bid Security Declaration Form as per Appendix-I**, cost of tender documents in shape of **e-Challan or Treasury Challan/ receipt** pledged to the Executive Engineer Flood Spill Channel Division Narmada **enlistment card duly renewed, G. S. Tin No., latest GST Return (latest quarter)**.
8. Bidders are advised not to make any change in BOQ (Bill of quantities) contents, in no case they should attempt to create similar manually. The BOQ downloaded 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. 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.

## 10. Special Conditions: -

- 10.01 **Price escalation and Taxes:** The item wise cost / offer be quoted by the bidder entirely in Indian Rupees and the cost quoted shall be deemed to include price escalation and all taxes till completion of work.
- 10.02 Deduction on account of taxes shall be made from the bills of the contractor on gross amount of the bill of the contractor as per the rates prevailing at that time.
- 10.03 The bidder should upload the latest GST return (latest quarter) & the payments will also be made subject to the production of latest GST returns.
- 10.04 Bidders are advised to use “My Document” area in their uses on JK tenders e-Tendering portal to store such documents as are required.
- 10.05 The royalty whatsoever shall be born by the contractor by its own, if applicable.
- 10.06 Complete Bio Data of contractor/ agency as per Appendix (II).
- 10.07 Errors/omissions, if any shall be read with SOR 2020.
- 10.08 Nothing shall be paid on account of dewatering, diversion or construction of ring bund quantities executed in or under water, making of tracks, ramps & removal of the same after completion even if involved at site. The contractor shall quote their rates accordingly.

## 11. **Qualification criteria for the work and other terms and conditions are as below: -**

- a) All bidders shall include the following information and documents with their bids G.S.T./ latest GST Return (Latest quarter)/ PAN No/Regd. Card duly renewed for the current year.
- b) If the bidder does not quote rate for any item of the BOQ, such item/items shall be deemed to be part of the overall/total contract value and no rate shall be allowed for such item/items.

- c) The date of start of the work shall be reckoned with in 7th day from the date of issuance of LOI/contract allotment as the case may be.
- d) **Restoration of work:** - On completion of contract the contractor shall be responsible to remove all un-used material and restore all work in its original position at his own cost, any damage if caused during execution of work shall be restored by the contractor at his own cost.
- e) The contractor has to manage housing for labours, electricity, water storage for material, watch and ward and other facilities at his own.
- f) **Arbitration:** The Arbitration and conciliation Act, 1996 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.
- g) **Defect Liability Period (DLP):** The contractor should be responsible to maintain the work within a defective liability period of Six (06) months.
- h) **Safety:** The contractor shall be responsible for safety of all activities at site of work during execution.
- i) **Termination:** The employer may terminate the contract if the contractor causes any fundamental breach of the contract, which shall include stoppage of work without any reason.

**12. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.**

**13. Fundamental breach of contract will include: -**

- a) Continuous stopping of work for a period of 30 days without authorization of Engineer in-charge.
- b) Contractor being declared bankrupt.
- c) Any evidence of involvement of contractor in corrupt practices.
- d) Contractor delaying the completion of work beyond stipulated time of completion.
- e) Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tenders for the balance work at the risk and cost of defaulter contractor.
- f) If contractor fails to start/complete the work, within the stipulated time period, he shall be debarred from taking works in the department at least for 05 years and the work shall be put to fresh tenders on his risk, cost and responsibility, besides action as warranted under contract rules shall be initiated against the defaulting contractor.

**14. 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 & Abolition) Act 1970.
- f) Minimum wages Act 1948.
- g) Payment of Wages Act 1936.
- h) Equal remuneration Act 1979.
- i) Payment of bonus Act 1965.
- j) Industrial dispute Act 1947.
- k) Industrial employment standing orders Act 1946.
- l) Trade Union Act 1926.
- m) Child labour (Prohibition and Regulation) Act 1986.
- n) Interstate Migrant workmen`s (Regulation of employment and condition of service) Act 1979.
- o) The building and other construction workers (Regulation of employment and condition of service) Act 1996 and the census Act of 1996.
- p) Factories Act 1948.

q) Compliance with Labour Regulation Laws of Union Territory of J&K State.

**16. Specification / Quality Control:** All items of works shall confirm to specifications as per MORTH/ BBO/ CPWD/ SSR/ any other prescribed specifications.

**17. Penalty for Delay on account of Contractor:** in case of delay not justified & caused due to the faults of the Contractor a penalty upto max. of 10% of the contract value will be imposed.

**All other terms and conditions as laid down in the PWD Form 25 Double shall also remain in force.**

**No. FSCDN/CS/ 6584-6602**

**Dated: 21/12/2021.**

Sd/-

Er. Javeed Ahmad Sofi

**Executive Engineer**

**Flood Spill Channel Division**

**Narbal.**

**Copy for information to the: -**

1. Chief Engineer Irrigation and Flood Control Department, Srinagar.
2. District Development Commissioner Budgam.
3. Superintending Engineer, Hydraulic Circle, Budgam.
4. Joint Director information Department, Srinagar for publishing the e-NIT in two leading local dailies preferably Greater Kashmir & Urdu daily before its due date.
5. Jammu and Kashmir National Information Centre Srinagar (JKNIC) Budgam for information. The e-NIT has been uploaded on JK Tenders website [www.jktenders.gov.in](http://www.jktenders.gov.in)
6. Assistant Executive Engineer Flood Spill Channel Sub-Division \_\_\_\_\_.
7. H.D/ H.A /A.A. O/ Divisional office.
8. Contractors Association \_\_\_\_\_.
9. Notice Board.
10. Office file.

Appendix-I

**BID SECURITY DECLARATION FORM  
(Self-attested)**

Date: \_\_\_\_\_

e-NIT No. \_\_\_\_\_

To,  
**The Executive Engineer,  
Jal Shakti Department  
(Flood Spill Channel) Division,  
Narbal.**

Dear Sir,

1. I/ We understand that, according to Finance Department Civil Secretariat J&K Jammu/ Srinagar letter No. A/Misc (2018)-III-895/J Dated: 22-12-2020, bids must be supported by a Bid securing Declaration;
2. I/we solemnly declare that, I/we may be disqualified from bidding for any contract with you for a period of Five (05) years from the date of issuance of e-Tender No. \_\_\_\_\_ issued under endstt. No. \_\_\_\_\_ Dated \_\_\_\_\_ if I am/ We are in a breach of any obligation under the bid conditions, because I/We
  - i) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
  - ii) Having been notified of the acceptance of our bid for work namely \_\_\_\_\_, for an advertised cost of ₹ \_\_\_\_\_ by the Executive Engineer Flood Spill Channel Division Narbal vide aforesaid e-NIT during the period of bid validity
    - a) Fail or refuse to execute the contract if required or
    - b) Fail or refuse to furnish the Performance Security upto 3%.
    - c) Bid Security (Earnest Money Deposit) if sought by the department in case of compelling circumstances.
3. I/ We understand this Bid Securing Declaration shall cease to be valid if I am/ We are not the successful Bidder upon the earlier of
  - i) The receipt of your letter of the name of Successful bidder,
  - ii) 30 days after the expiration of the validity of my/our bid.

**Therefore, in the context of above I/We hereby solemnly declare that the declaration made by me/ us is to the best of my/our Knowledge and belief.**

**Witness**

**Name:**  
**S/o:**  
**R/o:**  
**Contact No.:**

**Seal & Signature of Contractor/Firm Signature of  
Name of Contractor:**

**S/o:**  
**R/o:**  
**Regd. Card No.:**  
**GST No.:**  
**Email ID:**  
**Whats app No.**

**COMPLETE BIO-DATA OF CONTRACTOR/ AGENCY**

**Name of Contractor/ Firm/ Agency:** \_\_\_\_\_.

**S, D/o, Prop.** \_\_\_\_\_.

**Residential Address:** \_\_\_\_\_.

**Office/ Company Address:** \_\_\_\_\_.

**Contact No:** \_\_\_\_\_.

**e-mail ID:** \_\_\_\_\_.

**Registration Card No.:** \_\_\_\_\_.

**GS Tin No:** \_\_\_\_\_.

**Pan Card No:** \_\_\_\_\_.

**Bank Account No./ Name of Bank Branch** \_\_\_\_\_.

**Seal/Signature of tenderer/s**