



Government of Jammu & Kashmir UT  
OFFICE OF THE EXECUTIVE ENGINEER FLOOD SPILL CHANNEL DIVISION NARBAL  
PIN No.193401

Fax/Phone: 01951-260223

Email: [floodspillchannelnarbal@gmail.com](mailto:floodspillchannelnarbal@gmail.com)

## Notice inviting e-Tender

**e- NIT No. 66 of 2022-23 Dated: 21/02/2023**

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

S.No	Name of Work	Est. Cost (₹. In Lacs)	Earnest Money	Cost of T/Doc. (₹.)	Time of completion	Class of Contractor	M.H
01	Re Sectioning of Maharaji Khul from RD 0.00 M at Gurteng upto DS Bemina Flood Gate RD 2550.00 M	₹31.59 Lacs	63180/-	2500/-	25 days	AAY & BEE	FMP Phase-II (Part A)

**Position of AAA =Accorded** Vide No. 149-JK (JSD) of 2022 Dated: 14/07/2022, **Position of TS = Sanctioned** ,**Position of funds: 100% Budgetary provision 2022-23.**

The Bidding documents consisting of qualifying information, eligibility criteria, bill of quantities (B.O.Q), Set of terms and 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 date given below:-

1.	Date of Issue of Tender Notice	21-02-2023
2.	Period of downloading of bidding documents	21-02-2023 <b>from 1800 Hrs</b>
3.	Bid submission Start Date	21-02-2023 <b>from 1800 Hrs</b>
4.	Bid Submission End Date	06-03-2023 <b>upto 1600 Hrs</b>
5.	Date & time of opening of Bids	07-03-2023 at 11.00 A.M in the Office of the <b>Executive Engineer Flood Spill Channel Division Narbal.</b>
6	Submission of Performance Security (PS)	The bidder has to provide 3% of Adv. Cost as Performance Security within 7 days after opening of Financial Bid.

**Note:-**

- 1):- **The Bidders are advised to read all conditions laid down in the NIT carefully before uploaded softcopy any short fall if any found in the soft copy the tender shall be rejected**
- 2) **As per Circular issued by the Government of Jammu and Kashmir Civil Sectt. Finance department vide No.OM No.A/24(2017)-651 dtd. 07-06-2018 which reads as under :-**
  - a) **Furnishing of Hard Copies of bids immediately after submission of E-tenders is dispensed with. The same should be obtained only from the Bidder who's declared 1st Lowest (L-1) after opening of financial bids .**
  - b) **The Cost of tenders should be collected by uploading a copy of necessary Treasury Challan/Receipt.**

1. **Bids must be accompanied with cost of Tender document in shape of Treasury Challan/Receipt (Debited to M.H.0701 -Rev. Misc) and Earnest Money in the shape**

**of CDR/FDR in favour of Executive Engineer Flood Spill Channel Division Narbal failing which the tender will be rejected out rightly. The issuing date of CDR/FDR uploaded must be between issuing date to Bid Submission end date of NIT. CDR/FDR (Earnest money/Bid security) and relevant bid documents shall be obtained from the lowest bidder before the fixation of contract.**

2. 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 an e-mail message on their e-mail address. The bids of responsive bidders shall be opened online on same Web Site in the office of Executive Engineer Flood Spill Channel Division Narbal.
3. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
4. The normal deposits to be deducted as per GFR 2017 rules from running bills to be released after total completion of the work.
5. **The tender opening authority reserves the right to accept or reject any or all tenders or any part of any tender without assigning reason thereof.**
6. **Instruction to bidders regarding e-tendering process.**  
**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) to acquaint bid submission process.**  
**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.**  
**The bidders have to submit their bids online in electronic format with digital Signature. No financial bid will be accepted in physical form.**  
**Bids will be opened online as per time schedule mentioned in Para-1.**
- 7.5. **Bidders must ensure to upload scanned copy of all necessary documents with the bid.**  
**Note: - Scan all the documents on 100 dpi 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 Treasury Challan/Receipt (Debited to M.H.0701-Rev.Misc) in favour of Executive Engineer Flood Spill Channel Division Narbal and Earnest Money in the shape of CDR/FDR in favour of Executive Engineer Flood Spill Channel Division Narbal failing which the tender will be rejected out rightly.**
9. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. The BOQ downloaded should be inclusive of all taxes.
10. Bidders should note that if the documents uploaded/submitted on the basis of which the contract has been awarded are found fake/ not genuine at any time, the contract shall be cancelled and the contractor/ bidder shall be blacklisted for participation in this division for a period of **One year** besides the performance security deposited for the said work shall be forfeited.
11. **Price escalation and Taxes:-** The **%age** quoted by the bidder shall be deemed to include price escalation and all taxes upto completion of the work. 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.
12. Bidders are advised to use “My Documents” area in their user on [www.jktenders.gov](http://www.jktenders.gov) e-Tendering portal to store such documents as are required.
13. **Instruction to Bidder (ITB)**  
**The Bidder must have to upload (soft copies) of the following documents (Photostat/Original should be clearly seen in all respect with Ink Signed and Seal):-**

- Valid original Treasury Challan/Receipt (MH.0701-Revenue.Misc).
  - Earnest Money in the shape of CDR/FDR in favour of Executive Engineer Flood Spill Channel Division Narbal.
  - Registration Card valid & renewed for the year in which bids are invited.
  - Valid GSTIN Registration Certificate.
  - PAN Card With No.
  - Bidder shall furnish proof of latest returns (i.e. latest clearance certificate) in form of:-
    - GSTR-I of the latest quarter / latest month whichever is applicable to the bidder.
    - GSTR-3B of the latest quarter / latest month whichever is applicable to the bidder.
  - (Note:- The GSTR-I/GSTR-3B Confirmation status will be checked online. if GSTR-I/GSTR-3B found invalid. The Card will be Barred for further tendering Process in the concerned Division)
  - Other Relevent Documents accordingly NIT.
  - The lowest Tender will have to submit hard copies of all documents uploaded on e-tending portal before issuance of LOI or Allotment.
14. **The department will not be responsible for delay in online submission due to any reasons.**
  15. The bidder at his own responsibility and risk should visit and examine the site of the work and its surroundings before submission of bid.
  16. **The Departmental material** shall be supplied to the contractor as per the stock rate in vogue for financial year 2021-22. (In case of non availability of stocks in divisional stores the contractor may purchase required material of quality and specifications prescribed, to be certified by Engineer incharge after getting non availability certificate from Executive Engineer and shall not be entitled for any type of excessive rates on this account).
  17. **1%(One percent)** Labour Cess shall be deducted at the time of payment.
  18. The work should be executed within the time limit as stipulated in the NIT.
  19. No variation of quantity or rates is admissible.
  20. In case if the contractor fails to execute the work as per condition and time limit prescribed in the NIT. The work shall be put to fresh tenders at his risk and cost, besides debarring from participation in tendering process. In addition to imposition of penalty as warranted under rules.
  21. The Service Tax will be deducted from the gross amount as per the rates in vogue at the time of payment.
  22. **General Conditions of Contract:-**
  23. The date of start of the work shall be reckoned within three days from the date of issuance of LOI/Contract allotment as the case may be.
  24. **Penalty for delay in completion:-**In case of delay in completion of work beyond stipulated period of completion, penalty upto maximum of 10% of the contract shall be imposed.
  25. **Advance Payments:-** No Mobilization /Equipment Advance shall be paid .
  26. **Secured Advance:-** No Secured Advance is admissible / Payable.
  27. **Schedule of payment:-** The payment schedule shall be fixed after award of contract in favour of successful bidder, on the basis of availability of funds and value of work executed, shall be determined by the Engineer.
  28. **Amendment of bidding document:-** Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.
  29. **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.

- a. **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" 11th December-1997.
- b. **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
- c. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
- d. **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
- e. **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
- f. The date of start of work shall be reckoned within three days from the date of issuance of allotment/ Letter of intent. In case the agency fails to execute the work, the deposits in the shape of performance Security shall be liable for forfeiture besides the Contractor will be suspended for participation in the tendering process in this department for a period of one year from the bid due date of this work without serving any notice.
- g. ALL KEY CONSTRUCTION MATERIAL shall have to be strictly as per prescribed specifications and approval of the Engineer In-charge.**
- h. Satisfactory maintenance for such period.
- i. Failure on part of the contractor to fulfill his obligations of maintenance schedules shall result in forfeiture of the Performance Security deposits held for this purpose for this work.
- j. Fundamental breach of contract will include.**
- i. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in- charge.
- ii. Contractor is declared bankrupt.
- iii. Any evidence of involvement of contractor in corrupt practices.
- iv. If the contractor indulges in willful disregard of the quality control measures put in place by the department.
- v. Contractor delays the completion of work beyond stipulated time of completion.
- vi. 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 contractor.
- vii. 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 disputes 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 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 J&K State.

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

**31. Laws Governing the Contract:-**The contract shall be governed by Laws of the land.

**32. Courts Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State.

**33. Time Extension**

- a. The work is to be completed within the time 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. Requested 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 requested the period for which extension is desired.
  - c. Abnormal/bad weather of serious loss of damage by fire of Civil commotion, strike or lockout (other than among the labour engaged) affecting any or the trades employed on the work, or non availability of departmental stores. Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's desire.
  - d. On contractor's representation based on the grounds as detailed 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.
- 34.** The tender/bid is liable to rejection if it does not fulfill the requirements as laid down in NIT.
- 35.** All other terms and conditions same as laid down in the PWD Form 25Double shall also remain in force.

**No. FSCDN/CS/11133-56**

**Dated: 21/02/2023.**

Sd/-

**Er. Zaffar Mustafa Khan**  
**Executive Engineer**  
**Flood Spill Channel Division**  
**Narbal.**

**Copy for information to the: -**

1. Chief Engineer Irrigation and Flood Control Department, Srinagar.
- 2-5. District Development commissioner Budgam/ Srinagar/ Bandipora/ Baramulla.
6. Superintending Engineer, Hydraulic Circle, Budgam.
7. Joint Director information Department, Srinagar for publishing the e-NIT in two leading local dailies preferably Greater Kashmir & Urdu daily before its due date.
8. Executive Engineer Irrigation Division, \_\_\_\_\_.
- 9-13. Assistant Executive Engineer Flood Spill Channel, Sub-Division Chadoora/ Narbal/Singhpura/ Shariefabad/ Rambagh.
- 14-22. Contractors Association, Sheikh Bagh/ Court road/Narbal/SadaBahar Sonar Qalipora/ Sumbal /National Contract Association, Chadoora/ Pirpanchal Contractors AssociationZanigamBeerwah/ S.H.G of Engineers Association Narbal.
- 23-25. H.D/ H.A /A.A. O/ Divisional office.
26. Notice Board.
27. Office file.

## Check List

Following Documents Should be uploaded clearly visible (The Documents which is not clearly visible will be treated as cancelled)

1. Valid original Treasury Challan/Receipt (MH.0701).
  2. Earnest Money in the shape of CDR/FDR in favour of Executive Engineer Flood Spill Channel Division Narbal
  3. Registration Card valid & renewed for the year in which bids are invited.
  4. Valid GSTIN Registration Certificate
  5. PAN Card with No,
  6. Bidder shall furnish proof of latest returns (i.e. latest clearance certificate) in form of:-
    - GSTR-I of the latest quarter / latest month whichever is applicable to the bidder.
    - GSTR-3B of the latest quarter / latest month whichever is applicable to the bidder.
- (Note:- The GSTR-I/GSTR-3B Confirmation status will be checked online. if GSTR-I/GSTR-3B found invalid. The Card will be Barred for further tendering Process in the concerned Division)
7. Other Relevant Documents accordingly to NIT

## **TENDER DOUCMENT FORM**

**Please upload the following information in addition to other Details**

1. NIT No. \_\_\_\_\_ dated \_\_\_\_\_ Est. Cost \_\_\_\_\_
  2. (\*) Name of Contractor \_\_\_\_\_
  3. (\*) S/O \_\_\_\_\_
  4. (\*) R/O \_\_\_\_\_
  5. (\*) Registration No. \_\_\_\_\_
  6. GSTIN No. \_\_\_\_\_ PAN No. \_\_\_\_\_
  7. (\*) Phone No. \_\_\_\_\_ (\*) Mob. No. \_\_\_\_\_
- FAX \_\_\_\_\_

*Seal and Signature of Contractor*