



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

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Notice inviting e-Tender

Fresh e- NIT No. 69 of 2022-23 Dated:27/02/2023

For and on behalf of the Lieutenant Governor, Union Territory of Jammu and Kashmir, due to no response, fresh e-tenders (in single Cover System) on **item wise** basis are invited from approved and eligible contractors for the following work to be received by the **Superintending Engineer, Hydraulic Circle, Budgam.**

S. No	Name of Work	Est. Cost (Rs. In Lacs)	Earnest Money (Rs.)	Cost of T/Doc. (Rs.)	Time of completion	Class of Contractor	M.H Account
01	Construction of Retaining wall, stone pitching and parapet wall of Doodhganga Nallah RD 34000m near Lal Nagar Steel Foot Bridge DS. under Development of Green Belt Green Ways on the embankments of River Doodhganga for controlling Erosion, Reducing sediments load, Reducing Pollution and enhancing beautification (Doodhganga Nallah to Mamth Khul further extended upto Baghi-Mehtab to Chadoora	₹184.27	368540/-	4000/-	50 days	AAY	SMRDA
02	Construction of Crate Protection Work on Both Sides of Doodganga Nallah From RD 2900m to RD 6860m and RD 17282m to RD 17492m under Development of Green Belt and Green Ways on the embankments of River Doodganga for Controlling Erosion, Reducing Pollution and enhancing Beautification(Doodganga Nallah to Mamath Khul further extended upto Bagh-i-Mehtab to Chadoora.	₹164.40	328800/-	4000/-	50 days	AAY	SMRDA

1)Position of AAA = Accorded Vide Divisional Commissioner Kashmir Order No. 995-DivComK/Dev of 2022 , dated: 29/09/2022,

2)Position of Technical Sanction= Sanctioned vide CE's order No. 05 of 2022-23, Dated: 05/11/2022,

3)Position of funds: (budgetary provision as100%).

4)Chief Engineer Kmr I&FC Department Srinagar's authorization No. CE/ I&FC/ DB/4976-77 dt.17/02/2023.

5) Minutes of meeting of District Contract Committee Budgam issued vide No. SEH/Bud/DB/8221 Dated: 20/02/2023 by Superintending Engineer, Hydraulic Circle Budgam.

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.iktenders.gov.in as per schedule of date given below:-

1.	Date of Issue of Tender Notice	27 -02-2022
2.	Period of downloading of bidding documents	27-02-2022 from 18:30 Hrs
3.	Bid submission Start Date	27-02-2022 from 18:30 Hrs
4.	Bid Submission End Date	13-03-2022 upto 16:00 Hrs
5.	Date & time of opening of Bids	14-03-2022 at 11.00 A.M in the Office of the Superintending Engineer, Hydraulic Circle, Budgam.

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.
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Note:-

- **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**
- **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 :-**
- **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 .**
- **The Cost of tenders should be collected by uploading a copy of necessary Treasury Challan/Receipt.**

TERMS AND CONDITIONS

1. The consideration cost on account of the cost of the bed material to be excavated by the agency of its own shall have to be paid in advance to the department and applicable royalty to geology & Mining Department before issuance of the formal allotment order. The minimum consideration cost to be paid shall be **Rs. 43.78/Cum**. Deductions for the decayed vegetation / water content / organic content / losses and shrinkage due to voids etc shall be made as per said characteristics.
2. **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 Superintending Engineer, Hydraulic Circle Budgam 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.**
3. **Examination and tests on Completion:**
The contractor shall ensure that the work shall be stable under all stages of construction and conditions of saturation and drawdown. The guidance for the same may be taken from IS 12094-2018. On the completion of the work the Engineer-in-Charge shall make such examination and tests of the work as may then seem to him possible, necessary or desirable, and the agency shall furnish free of cost any materials, equipments and labour which may be necessary thereof, and shall facilitate in every way all operations required by the Engineer-in- Charge, in making examination and tests. The tests shall broadly focus to determine the engineering properties of soils, such as gradation, permeability, plastic limits, shear strength, dry density, compaction tests and the test result should be within the permissible norms of the soil available in the Hokersar Wetland. The contractor shall be bound to rectify the defective work base on the outcome of test results. The acceptance criteria shall be based on the degree of compaction achieved, avoidance of cracks and settlement in the final & finished settling basin. The construction and maintenance shall therefore comply with IS 11532-1995.
4. The date and time of opening of Bids shall be notified on Web site 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 Superintending Engineer, Hydraulic Circle, Budgam.

5. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
6. 10% normal deposit shall be deducted from the running bills to be released in favour of the contractor. The defective liability period for the work will be one year from the actual date of completion of the work. The 10% deposit shall be released only after the completion of defective liability period subject to fulfillment of conditions as mentioned at No. 2
7. 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.
8. **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 into 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.
10. 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.
11. The department will not be responsible for delay in online submission due to any reasons.
12. 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 Superintending Engineer, Hydraulic Circle, Budgam failing which the tender will be rejected out rightly.
13. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. The BOQ downloaded should be inclusive of all taxes.
14. 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.
15. **Price escalation and Taxes:-** The rate 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.
16. Bidders are advised to use "My Documents" area in their user on www.jktenders.gov e-Tendering portal to store such documents as are required.
17. **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):-
 - a. **Valid original Treasury Challan/Receipt (MH.0701-Revenue.Misc).**
 - b. **Earnest Money in the shape of CDR/FDR in favour of Superintending Engineer, Hydraulic Circle Budgam.**
 - c. **Registration Card valid & renewed for the year in which bids are invited.**
 - d. **Valid GSTIN Registration Certificate.**

e. PAN Card With No.

f. Bidder shall furnish proof of latest returns (i.e. latest clearance certificate) in form of:-

- i. GSTR-I of the latest quarter / latest month whichever is applicable to the bidder.**
- ii. 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)

g. Other Relevant Documents accordingly NIT.

h. The lowest Tender will have to submit hard copies of all documents uploaded on e-tending portal before issuance of LOI or Allotment.

- 18. The department will not be responsible for delay in online submission due to any reasons.**
- 19. The bidder at his own responsibility and risk should visit and examine the site of the work and its surroundings before submission of bid.**
- 20. 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).**
- 21. 1%(One percent) Labour Cess shall be deducted at the time of payment.**
- 22. The work should be executed within the time limit as stipulated in the NIT.**
- 23. No variation of quantity or rates is admissible.**
- 24. 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.**
- 25. The Service Tax will be deducted from the gross amount as per the rates in vogue at the time of payment.**
- 26. The date of start of the work shall be reckoned within seven days from the date of issuance of LOI/Contract allotment as the case may be.**
- 27. 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.**
- 28. Advance Payments:- No Mobilization /Equipment Advance shall be paid .**
- 29. Secured Advance:- No Secured Advance is admissible / Payable.**
- 30. 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.**
- 31. Amendment of bidding document:- Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.**
- 32. 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.**
- 33. 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.**

34. **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
35. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
36. **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
37. **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
38. 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.
39. **ALL KEY CONSTRUCTION MATERIAL shall have to be strictly as per prescribed specifications and approval of the Engineer In-charge.**
40. Satisfactory maintenance for such period.
41. 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.
42. **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.
43. **Insurance:-** Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
44. **Laws Governing the Contract:-**The contract shall be governed by Laws of the land.
45. **Courts Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State.

46. 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.
- 47.** Nothing shall be paid on account of dewatering charges, diversion of channel/ Nallah etc. approach road, construction of coffer dam etc.
- 48.** The tender/bid is liable to rejection if it does not fulfill the requirements as laid down in NIT.
- 49.** All other terms and conditions same as laid down in the PWD Form 25Double shall also remain in force.

No. FSCDN/CS/11350-76
Dated: 27/02/2023.

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. This is with reference authorization issued under No. CE/ I&FC/ DB/4976-77 dt.17/02/2023
- 2-5. District Development commissioner Budgam/ Srinagar/ Bandipora/ Baramulla.
6. Superintending Engineer, Hydraulic Circle, Budgam. This is with reference to his minutes of meeting circulated vide No.SEH/Bud/DB/8221 Dated: 20/02/2023.
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/Singhpora/ Shariefabad/ Rambagh.
- 14-22. Contractors Association, Sheikh Bagh/ Court road/Narbal/SadaBahar Sonar Qalipora/ Sumbal /National Contract Association, Chadoora/ Pirpanchal Contractors Association Zanigam Beerwah/ S.H.G of Engineers Association Narbal.
- 23-25. H.D/ H.A /A.A. O/ Divisional office.
26. Notice Board.