

**OFFICE OF THE EXECUTIVE ENGINEER HYDRAULIC DIVISION URI**

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**NOTICE INVITING e-TENDER**  
**e\_NIT\_No.\_10\_of\_2015\_16 Dated: 02/12/2015**

For and on behalf of Governor of Jammu & Kashmir State, e-Tenders on item rate basis are invited from approved and eligible contractors registered with Jammu and Kashmir State Government, for the following works:-

S. No.	Name of work	Estt. Cost (Rs. in Lacs)	Earnest Money (In Rupees)	Time of Completion	Class of Contract	Cost of Tender document (In Rs.)	Major Head	Tender ID
1.	Construction of FP work by way of Construction of Retaining wall in concrete in 1, 3, 6 mix near Primary Health Centre at Boniyar on Hapath Khai Trikanjan Nallah	6.50	13000	30-days	CEE/DEE	700	4711-FMP	
2.	Construction of FP work by way of construction of crate work on right side of Choolan nallah from Beacon bridge to downstream near Land of Jamal Qureshi and others.	6.64	6640	30-days	SHG of Engineer	700	4711-FMP	
3.	Construction of FP work by way of providing crate work on right side of Choolan Nallah near land of Mohd Shafi Banday and others near Beacon Bridge Part-II of Jaba Choolan Nallah.	14.21	28420	60-days	BEE/CEE/DEE	1500	4711-FMP	
4.	Construction of FP work by way of providing crate work at spots on Nambla Nallah from waterfall to downstream Part -A	18.79	37580	60-days	BEE/CEE	1900	4711-Permanent Restt.	
5.	Restoration of damaged spots and construction of Lining wall and bed treatment at RD 620& RD 800-1000mts at Gingle Khul.	9.07	9070	45-days	SHG of Engineer	1000	4702-AIBP	

The NIT consisting of Qualifying information, eligibility criteria specifications, 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) from:-

1.	Publishing Date	04/12/2015 from 02:00 pm
2.	Download Date Start	07/12/2015 from 10:00 am
3.	Tender Submission date Start	10/12/2015 from 10:00 am
4.	Tender Submission date Ends	15/12/2015 up to 04:00 pm
5.	Date of Submission of Hard Copies	16/12/2015 up to 04:00 pm in the Office of the Executive Engineer Hydraulic Division Uri (H.Q. Chandanwari)
6.	Date of Opening	17/12/2015 at 11:00 AM, in the Office of the Executive Engineer Hydraulic Division Uri (H.Q. Chandanwari)

**Executive Engineer**  
**Hydraulic Division Uri**

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1. **Position of funds = Demanded**
  2. Tenders must be accompanied with cost of tender document in the shape of Demand Draft in favour of Executive Engineer Hydraulic Division Uri, payable at Jammu & Kashmir Bank Ltd. Branch Chandanwari Uri and earnest money/Tender security in shape of CDR/FDR pledged to tender receiving authority.
  3. The Tenders for the works shall remain **valid for a period of 90 (Ninety) days** from the date of opening of Tenders.
  4. The Tenders shall be deposited in Electronic format on the departmental website [www.jktenders.gov.in](http://www.jktenders.gov.in)
  5. The Tender uploaded on the website up to due date and time will be opened on the schedule date and time or any other date convenient to the tender opening authority in the office of the Executive Engineer Hydraulic Division Uri H.Q Chandanwari, in presence of the Tenderers who wish to be present. In case of holiday or office happening to be closed on the basis of the opening of the Tender/date of submission of Hard copies, the same will be on the next working day at the same time and venue.
  6. **The earnest money shall be forfeited if:-**
  - 6.1. Any Tenderer withdraws his Tenders/tender during the period of Tender validity or makes any modification in terms and conditions of the Tender.
  - 6.2. Failure of Successful tenderer to furnish the required performance security within the specified time limit.
  7. The tenderer shall have to execute the agreement within 10-days after fixation of contract.
  8. **Instruction to Tenderer regarding E-Tendering process:-**
  - 9.1. Tenderers are advised to download Tender submission manual from the “downloads” option as well as from “Tenderers manual Kit” on website [www.jktenders.gov.in](http://www.jktenders.gov.in) acquaint Tenderers submission process.
  - 9.2. To participate in tendering process Tenderers have to get digital signature certificate (DSC) as per information technology act. 2000 Tenderers can get digital certificate from approved vendor.
  - 9.3. The Tenderer have to submit their Tenders online in electronic format with digital signature. No financial Tender will be accepted in physical form.
  - 9.4. Tender will be opened online as per time schedule mentioned above.
  - 9.5. Tenderers must ensure to upload scanned copy of all necessary documents like CDR/PAN/TIN/Demand Draft/REG. Card duly renewed and submitted hard copies thereof physically to tender receiving authority before date of opening of Tender.
- Note: - Scan all documents on 100dpi with black and white options.**
10. The department will not be responsible for delay in online submission due to any reason.
  11. The Departmental material shall be supplied to the contractor from Divisional Store on the prevalent stock rates.
  12. Scanned copy of cost of tender document in shape of demand draft in favour of Executive Engineer, Hydraulic Division Uri and earnest money Tender security in shape of CDR/FDR Pledged to tender receiving authority must be uploaded with the Tender the original demand draft (Cost of Tender Document) CDR/FDR (Earnest money/Tender security) and relevant documents to be submitted to the tender receiving authority by registered post/Courier/by hand before due date of opening of tender as per time schedule specified.
  13. 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.
  14. **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.
  15. **Time extension:-** Suitable time extension shall be granted in case of increase in scope of Work and in the event of delay beyond control of contractor to be determined by the department.
  16. **Advance Payments:-** No mobilization advance/equipment advance shall be paid.
  17. **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.
  18. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.
  19. **Traffic regulations:-** The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.
  20. **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).
  21. **Defect Liability period.** The DLP shall be calculated from date of certified completion of work and period shall be 06-months/one working season.
  22. **Safety: -** The contractor shall be responsible for safety of all activities at site of work.
  23. **Discoveries:-** Anything of historical or other interest or of significant value Un expectedly discovered on the site shall be the property of the government.
  24. **Tests: -** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own costs.
  25. **Termination: -** The department may terminate the contract if the contractor causes a fundamental breach of the contract.
  26. **Fundamental breach of contract will include:-**
  - 26.1. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.
  - 26.2. Pursuant to the process of termination of defaulted contract, the department reserves the right to invite fresh tender for the balance work at the risk and cost of defaults’ contractor/agency.
  - 26.3. If In case contractor fails 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 blacklisted.
  27. **Major Labour Laws applicable to establishment engaged in building and other construction Work:-**
  - 27.1. Workmen compensation act 1923.
  - 27.2. Payment of Gratuity Act 1972.
  - 27.3. Employees P.F. and Miscellaneous Provision Act 1952.
  - 27.4. Maternity Benefits Act 1951.
  - 27.5. Contract Labour (Regulation & Abolition) Act 1970.

- 27.6. Minimum Wages Act 1948.PP
- 27.7. Payment of Wages Act 1936.
- 27.8. Equal remuneration Act 1979.
- 27.9. Payment of bonus Act 1965.
- 27.10. Industrial disputes Act 1947.
- 27.11. Industrial employment standing orders Act 1946.
- 27.12. Trade Union Act 1926.
- 27.13. Child Labour (Prohibition & Regulation) Act 1986.
- 27.14. Inter State Migrant workmen's (Regulation of employment & Conditions of service) Act 1979.
- 27.15. The Building and other Construction workers (Regulation of employment & Condition of service) Act 1996 & the Census Act of 1996.
- 27.16. Factories Act 1948.
- 27.17. Compliance with Labour Regulation Laws of J&K State.
28. **Specification/Quality Control:** - All items of works shall conform to Specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.
29. **Insurance:** - Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
30. **Laws Governing the Contract:**-The contract shall be governed by Laws of the land.
31. **Court's Jurisdiction:**-In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State.
32. **Time extension:-**
- 32.1. The work is 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.
- 32.2. 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 desire.
- 32.3. Abnormal/bad weather or serious loss or damage by fire or civil commotion, strike or lockout (other than among the labour engaged by the contractor) 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 desired.
- 32.4. Extension of time shall be also admissible in the event of temporary suspension of work.
33. The tender/bid is liable to rejection if it does not full fill the requirements as laid down in NIT.
34. All other terms, conditions are as per the PWD form 25 (Double agreement form).
35. Contractors/Bidders who fails o submit the hard copies for their uploaded tenders will be debarred from 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.
36. The CDR/DD uploaded for the work shall be forfeited.
37. **Unbalanced tender:-** in case of tender of the lowest diver is found unbalanced, the successful tenderer shall have to produce additional performance security in shape of CDR/FDR/Bank Guarantee before fixation of contract as per following breakup:-

S. No.	Percentage of Unbalanced Tender viz advertised cost on account of low rates	Additional performance security
1.	Upto and including 15% below	Nil
2.	Greater than 15% and upto 20% below	3%
3.	Greater than 20% and upto 25% below	3.5%
4.	Greater than 25% and upto 30% below	4%
5.	Greater than 30%	5%

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

**NO: HDU/CC-02/3166-86**

**DATED: 02/12/2015**

Executive Engineer,  
Hydraulic Division Uri

**Copy to the:**

01. Chief Engineer Kmr. I&FC Department Srinagar for favour of information with the request that said NIT be got uploaded on our official website. (Rate lists enclosed)
02. Chief Engineer Kmr. P. H. E. Department Srinagar for favour of information.
03. District Development Commissioner, Baramulla for favour of information.
04. Superintending Engineer Hydraulic Circle District Baramulla, H.Q. Sopore for favour of information (Rate Lists enclosed)
05. Dy. Director Information Department Srinagar for favour of information with the requested that eNIT may kindly be published in at least two leading Daily Newspapers of the valley before the online tenders submission ends and a copy of the Newspapers in which the NIT is published be sent to this office for record and reference, please.
06. Executive Engineer R&B Special Sub Division Uri for favour of information.
- 07-10. Executive Engineer, I&FC Division Baramulla/Sopore/ P. H. E. Division Baramulla/Sopore for favour of information.
- 11-13. Assistant Executive Engineer Flood Control Sub Division Uri/ Irrigation Sub Division Uri/ PHE Sub Division Uri for information
- 14-20. Contractor Association, Baramulla/ Sopore/ Uri/ Sheikh Bagh, Court Road/Narbal/ S.H.G of Engineers Association Uri.
21. Notice Board.
22. NIT File.