

Government of Jammu and Kashmir
Office of the Executive Engineer Irrigation Division Shopian.

NOTICE INVITING TENDER

E NIT NO.:- (3) OF 2016-17 (e-Tendering)

For and on behalf of Governor of J&K State, e-Tenders are invited on item rate basis from approved and eligible Contractors registered with J&K State Govt. for the following works.

S. No	Name of work	Adv. Cost In Lakhs	Cost of Tender Doc.	Earnest Money	Time of completion	Time & Date of opening of Technical Bid	Class of Contract	Head of Account	Tender receiving Authority
1	Construction of Pump House for Lift Irrigation Scheme Kawani at Kawani Shopian.	Rs. 45.16	Rs. 5000/-	Rs. 90320/-	60- Days	10-06-2016 at 11:00 AM	AAV & BEE	4702-AIBP	Superintending Engineer, Hydl. Circle Shopian
2	Construction of Pump House for Lift Irrigation Scheme Batpora Naina at Batpora Naina Shopian.	Rs. 45.78	Rs. 5000/-	Rs. 91560/-	60- Days	10-06-2016 at 11:00 AM	AAV & BEE	4702-AIBP	Superintending Engineer, Hydl. Circle Shopian

Position of Funds:- Demanded.

AAA :- Submitted

1. The Bidding document consisting of qualifying information, eligibility criteria, specifications, Drawings, Set of terms and conditions and other details can be seen/ downloaded from the departmental website www.jktenders.gov.in as per schedule of dates given below:

01	Date of issue of Tender Notice	24-05-2016 (9:00 am)
02	Date of start of downloading.	24-05-2016 (10:00 am)
03	Bid submission start date Technical/ Financial.	24-05-2016 (10:00 am)
04	Bid submission end date.	08-6-2016 (04:00 pm)
05	Deadline for receiving the Hard copy (original DD & EMD) (alongwith the other technical papers)	09-06-2016 (upto 04:00 pm)
06	Date & Time of opening of Bids (online).	10-06-2016 (11:00 am)

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X.E.N.

2. Bids must be accompanied with proof of cost of tender document in shape of demand draft in favour of Executive Engineer Irrigation Division Shopian (tender inviting authority), and Earnest Money/ Bid Security in shape of CDR/ FDR from any schedule or nationalized bank pledged to Executive Engineer Irrigation Division Shopian(tender receiving authorities).
3. The date and time of opening of Technical Bids shall be notified on departmental website www.jktenders.gov.in and conveyed to the bidders automatically through an e-mail message on their e-mail address. The Financial Bids of responsive bidders shall be opened online on same web site in the office of the Superintending Engineer Hydl. Circle Shopian /Executive Engineer Irrigation Division Shopian (Tender Receiving Authority).
4. The bid for the work shall remain valid for period of 90 days from the date of opening of bid.
5. The earnest money shall be forfeited if any bidder/ tenderer withdraws his bid/ tender during the period of bid validity or makes any modification in terms and conditions of the bid.
6. **Instruction to bidders regarding e-Tendering process:-**
 - a. Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on web site www.jktenders.gov.in acquaint bid submission process.
 - b. 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 vender.
 - c. The bidders have to submit their bids online in electronic format with Digital Signature. No financial bid will be accepted in physical form.
 - d. Bids will be opened online as per time schedule mentioned in Para- 3.
 - e. Bidders must ensure to upload scanned copy of all necessary documents with bid. Besides Original/ Photocopies of documents related to the bid be submitted physically/ by registered post/ through courier before the date of opening of bid.

Note:- Scan all the documents on 100dpi with black & white option.

8. The Department will not be responsible for delay in online submission due to any reasons.
9. Scanned copy of cost of tender document in shape of Demand Draft in favour of the Executive Engineer Irrigation Division Shopian and Earnest Money/ Bid Security in shape of CDR/ FDR as applicable pledged to Executive Engineer Irrigation Division Shopian must be uploaded with the technical documents of the bid.
10. The bidders are bound to produce the following documents while submitting hard copy/ copies for the work/ works **If a bidder/ bidders who upload their bid or bids, fails to submit the hard copy on the scheduled date/ time, they/he shall be debarred from participation in e-tendering for a period of 4 months:**
 - i. Registration card (attested copy)
 - ii. TAN/ PAN No. (attested copy)
 - iii. Service tax clearance up to date(attested copy).
 - iv. CDR (original copy).
 - v. FDR(original copy).
 - vi. Successful completion of similar/ hydraulic nature of work amounting to 1/5th of the tendered amount in any one year proceeding last 5 years (certificate by not less than Executive Engineer)
11. **General Experience:**
 - a. The bidder can upload his bid only who has at least completed one hydraulic structure/ similar nature of work successfully during last 05 years, the requisite certificate should be issued by the concerned Executive Engineer.

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X.E.N.

12. **Price Escalation and Taxes:-** The item wise cost/ offer be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes till completion of 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.
13. **Bidders are advised to use "My Documents" area in their user on e-Tendering portal to store such documents as are required.**
14. **Instructions to Bidder (ITB):-**
- All bidders shall include the following information and documents with their Bids TIN, PAN, S/ Tax Clearance Certificate & Registration Card duly renewed for the current year.
 - The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.
15. **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.**
16. **General Conditions of Contract:-**
- The successful bidder shall submit all documents related to the bid in English Language.
 - The Departmental material shall be supplied to the contractor on following rates from Divisional Stores:-**
 - Cement @ Rs. 480/Bag.**
 - Crate Mesh 4" x 4" @ Rs. 19/ Sft.**
 - TMT Bars @ Rs. 5900/ Qtl.**
 - E.C Bags(Nylon) @ Rs. 6.50/Bag.**
- Deductions on account of departmental material shall be made as per stock rates prevailing at the time of billing/ payment.
17. **In case of non-availability** of stocks in Divisional stores the contractor may purchase the required material of quality and specifications prescribed, to be certified by Engineer in-charge after getting non availability certificate from Executive Engineer and shall not be entitled for any type of excessive rates on this account.
- Note:-** Even though the bidders meet the above qualifying criteria, they are subject to disqualified if they have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/ or record of proof performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history or financial failures etc. and/ or participated in the previous biddings for the same work and has quoted unreasonably high bid prices and could not furnish rational justification to the employer.
18. **The conditional bids are also liable for rejection.**
- The date of start** of the work shall be reckoned within one week from the date of submission of LOI/ Contract Allotment as the case may be.
 - 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.
 - 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.
 - Advance Payments:-** No mobilization advance shall be paid.
 - Secured Advance:-** No secured advance shall be paid to the successful bidder.
 - 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.
 - The Successful bidder will be solely responsible for any deterioration/ loss of theft of material at site.

- h. **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 In-charge 20% shall be deducted from the filling embankment quantity for compaction till the proctors density test is received and found within specified limits.
- i. **Amendment of Bidding Document:-** Before the deadline for submission of bids the employer may modify the bidding documents by issuing Adenda.
- j. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof and conditional tenders shall also be rejected in any case.

- k. **Unbalanced Bid:-** In case of bid of the lowest bidder is found unbalanced i.e below than advertised cost, the bidder shall have to produce additional performance security in any shape i.e CDR/ FDR for any schedule or Nationalized Bank as per following break-up:-

Sl. No.	%age of unbalance bid 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% below	5%

- l. **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.
- m. The contract has to manage housing for labours, electricity, water storage for material watch and ward and other facilities at his own.
- n. **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.:- 4023 vide notification of J&K Govt. "Law Department 11th December 1997).
- o. **Defect Liability Period:-** The DLP shall be considered from start of trail run which shall be 06 Months or one Irrigation Seasons (Kharief Season).
- p. **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
- q. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Government.
- r. **Tests:-** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own costs.
- s. **Termination:-** The employee may terminate the contract if the contractor causes fundamental breach of the contract.
- t. **Fundamental breach of contract will include:-**
- Continuous stoppage of work for a period of 30 Days without authorization of Engineer in-charge.
 - Contractor is declared bankrupt.
 - Any evidence of involvement of contractor in corrupt practices.
 - 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 tender for the balance work at the risk and cost of defaulter contractor. Besides, defaulting contractor shall be debarred from taking works in I&F.C. Department at least for Two year.

19. Major labour laws applicable to establishment engaged in building and other contraction 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, 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 Order Act, 1946.
- l. Trade Union Act, 1926.
- m. Child Labour (Prohibition & Regulation) Act, 1986.
- n. Interstate Migrant Workmen's (Regulation of Employment and 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.

20. Specification/ Quality Control:- All items of works shall conform to specifications as per MORTH/ BBO/ CPWD/ SSR/ any other prescribed specifications.

- a. **Insurance:-** Insurance cover to Labour/ Machinery/ Work/ Plant Material/ Equipment by the contractor shall be mandatory.
- b. **Law Governing the Contract:-** The Contractor Shall be governed by Laws of the land.
- c. **Court's Jurisdiction:-** In case of any disputes/ differences between contractor and Department the jurisdiction shall be J&K State.
- d. **Time Extension:-**
- e. The work to be completed within the limit specified in the NIT and the time of completion will also increase/ decrease in proportion with addition/ alteration of work depending upon the actual quantum of work.
- f. **Request for extension of time** shall be made by the contractor in writing not later than Fifteen Days of happening of the even causing delay. The contractor shall also indicate in such a request the period for which extension is desired. However the contractor shall have to quote the reason for demanding extension.

g. Abnormal/ bad weather or serious loss of damage by fire or civil commotion, strike or lockout (other than among the labour engaged by the contractor) effecting any or the trades employed on the work or Non availability of stocks or any other cause is absolute discretion of accepting authority and is beyond the contractor's desire.

h. 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.

i. Extension of time shall be also admissible in the event of temporary suspension of work.

All other terms & conditions shall be the same as laid down in the PWD Form 25 (Double Agreement Form).

No.:- 764-91.

Dated:- 23-05-2016.

***Executive Engineer,
Irrigation Division Shopian.***

Copy to the:-

1. Chief Engineer Kmr. I&F.C. Department Srinagar for information please along with CD.
2. District Development Commissioner Shopian for favour of information please.
3. Additional Distt. Development Commissioner Shopian for favour of information please.
4. Superintending Engineer Hydl. Circle Pulwama HQ: Shopian for favour of information please.
5. Deputy Director Information Srinagar for information and necessary action with the request to please publish the tender notice in at least two leading local dailies.
- 6-9. Executive Engineer Irrigation Division Pampore/ Tral & Flood Control Division Kakapora for information.
- 10-12 Asstt. Executive Engineer Irrigation Sub-Division Shopian/ Zainpora/ Manul Zoura for information
- 13-16. Contractors Association Sheikh Bagh Srinagar/ Youth Contractor Association Shopian/ Contractors Welfare Association Shopian/ PWD Contractors Association Shopian for information.
- 17-20. Self Help Group_____
- 21-24. Asstt. Accounts Officer/ Head Draftsman/ Head Asstt./ Camp Clerk.
25. Notice Board.
26. File.