

Government of Jammu and Kashmir
Office of the Executive Engineer Irrigation & F.C. Division Baramulla

Corrigendum to Tender Notice No: (17) OF 2015-16 (e-Tender)

“Dredging of River Jhelum from Panzinara to Khadinyar Baramulla of Kashmir valley at various spots”

Issued under No. : I&FCDB/2683-2712 Dated : 30/06/2015.

Please read:-

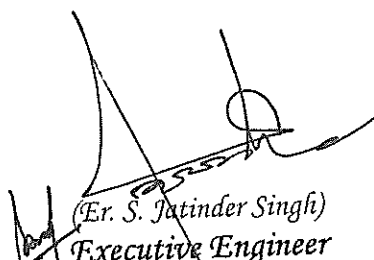
1. **Clause b), at Page No. 01, as:** Have sufficient experience and establishment, expertise, specialization, and infrastructure facility/s available with expertise logistic support etc. in the field of Dredging activity in Ports/Harbors/Rivers/Lakes by deploying suitable men and machinery, **demonstrated through execution of Dredging works.**
2. **Clause 09 of P.No.01 as:** EMD in the form of CDR/FDR/ BG, of Scheduled/ Nationalized Bank, having branch in Srinagar. **BG format is uploaded separately.**
3. **Clause at P. No.5, “Date of Submission of Hard copies” as 25/07/2015** instead of 22/07/2015.
4. **Clause 1.3 of P.No.07 as:** To carryout dredging as a turnkey job in the River Jhelum at various designated sites without disturbing the embankments by mechanized means up to required depth, width and gradient in all kinds of soil/silt/mud/various grades of sand/gravel/boulder etc. within the proposed time schedule, **as per the existing width of the river and in consultation with EIC.**
5. **Clause 05 of P.No.07 as: SUBMISSION OF TENDERS:** The Bid should be prepared by the bidder and shall be submitted online in two covers.
 - 5.1 **COVER 1ST :** First cover shall contain:
 - 5.1.1. Techno-commercial / Un-priced Bid.
 - 5.1.2. Bid Security, Bidding document fee and No deviation Certificate.
 - 5.2 **COVER 2ND:** shall contain **Price Bid.**
6. **Clause 6.15 of P.No.08, may be treated as deleted.**
7. **Clause 7.2 at P.No.08 may be treated as deleted.**
8. **Clause 9.1 at P.No.09 as:** The quoted prices shall be inclusive of all taxes and duties including Excise Duty, Sales Tax, VAT (on goods consigned to department), VAT on Works Contract and any other taxes/duties / levies as applicable, except Service Tax and cess there on, as applicable with respect to Contractor’s scope of work. Contractor shall not be compensated for any change in taxes and duties due to wrong assessment. It shall be presumed that bidders have ascertained all applicable taxes, duties, levies etc. for the said work and quoted rates accordingly. Service tax and cess thereon (including statutory variation, if any) shall be paid, wherever service provider is liable to pay service tax, on submission of invoice(s) as per Service Tax Rule. Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).
Further, Service Tax & not GST shall be levied as per J&K Laws.
9. **Clause 25.1 at P. No.11 as; TECHNICAL CRITERIA:**
 - 25.1.1. Bidder should have experience of having successfully completed either of the following similar works during last 03 years ending last day of month previous to one in which bids are invited:
 - 25.1.2. **Three** similar works of **minimum total quantity** not less than 10.00 lac cum or
 - 25.1.3. **Two** similar works of minimum total quantity not less than 7.00 lac cum or
 - 25.1.4. **One** similar work of quantity **not less 5.00 lac cum**
 - 25.1.5. Each work should have been done by the individual or any member / s of JV under single contract at single site.
- 10 **Clause 25.2 at P.No.11, as: FINANCIAL CRITERIA:**
 - 25.2.1. The average annual turnover of the Bidder, in the preceding three financial years as on the date of Techno-Commercial bid opening, should not be less than INR 20 Crore.
- 11 **Clause 25.2.8 at P.No.11, as:** Tenderer should attach the proof with regard to Permanent Income Tax.

- 12 **Clause 25.2.9 at P.No.11**, as: In case of a J.V./Consortium it is obligatory that all constituents of the bidder shall provide their M.O.U. and their consent in writing to establish the legality, credibility of their association. In the case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney, authorizing him to do so along with duly attested copy of the partnership deed should be furnished along with the offer. In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished. **The Member/ Members of Joint venture** should have satisfactorily completed similar nature of work as required.
- 13 **Clauses 46 to 49 at P. No. 14** as deleted.
- 14 **Clause 51 at P.No.16 as: RETURN OF EARNEST MONEY**: The Earnest money by the tenderer shall be refunded (except three lowest tenderer). The earnest money of the successful tenderer will be refunded after successful and satisfactory completion of the contract. However EMD of 3rd lowest tenderer shall be released after finalization of the contract & that of 2nd lowest tenderer, after the 1st lowest starts the work.
- 15 **Clause 57.1 at P.No.17 as**: The tender shall remain valid for the period indicated in "General Information" after the date of the opening of the "Un-Price Bid". If the Tenderer gives validity period less than that fixed/prescribed by Chief Engineer Kashmir Irrigation & Flood Control Department Srinagar, the tenderers shall be asked for its extension otherwise liable to be rejected.
- 16 **In Clause 77.3.1 at P.No.21 as: "State Arbitration Act"** instead of "Standard Arbitration Act".
- 17 **Clause 79 at P.No.22 as: Award to be binding on all Parties**: The award of the Panel of Arbitrator, unless challenged in court of law, shall be binding on all parties.
- 18 **Clause 80 at P.No.22** may be treated as **deleted**.
- 19 **Clause 93.6 at P.No.24 as**: The 90% payment corresponding to actual work done quantities shall be made after completion of every 10% of the job as a whole subject to subsequent check and verification of bills duly attached with necessary documents.
- 20 The clauses 27 to 34 and 51 to 52 at P.No.49 & 52 respectively, may be as **deleted**
- 21 **Clause 7.1 at P.No.59 as**: Before commencement of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the contractor and the Department from reputed companies under the following requirements:
Contractors' All Risk Policy (CAR) for the **labours** as per agreement.
21. **Clause 22.1 (iii) at P.No.63 as**: If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of **90 days**, the contract may be fore-closed with mutual consent by giving a notice of **21 days** without any repercussions on either side.

All other quantities, units, rates, dates, terms and conditions shall remain same as laid down in the NIT & Tender Document.

No: I&FCDB/3083-3112.

Dated: 11/07/2015.


(Er. S. Jatinder Singh)
Executive Engineer
Irrigation & FC Division
Baramulla

Copy to the:-

1. Divisional commissioner Kashmir for information
2. Secretary to Govt. department of PHE/ I&FC for information
3. Chief Engineer Irrigation and Flood Control Department, Srinagar for information.
4. Superintending Engineer Hydraulic Circle Baramulla/Bandipora for information.
5. Superintending Engineer Mechanical circle Srinagar for information
6. Director Information Department, Srinagar for information. He is requested that corrigendum may kindly be got published in at least two Local/ National leading Dailies before the due date, and a copy of each Newspaper in which the corrigendum is published be sent to this office for record and reference.
7. Private Secretary to Chief Minister J&K State civil secretariat Srinagar for information of Hon'ble Chief Minister.
8. Private secretary to Minister for PHE/I&FC department J&K State civil secretariat Srinagar for information of Hon'ble Minister
9. Private secretary to MOS for PHE/I&FC, Animal Husbandry and Forest department J&K State civil secretariat Srinagar for information of Hon'ble Minister
10. Private Secretary to Chief Secretary Government of Jammu and Kashmir civil secretariat Srinagar for information of chief Secretary
11. Private Secretary to Principal Secretary planning and development department civil secretariat Srinagar for information of Principal Secretary Planning and Development.
12. Private Secretary to Commissioner Secretary Finance civil secretariat Srinagar for information of Commissioner Secretary Finance.
- 14 Executive Engineer I&FC Division Sumbal for information.
- 15 Executive Engineer Flood Mechanical Division Baramulla for information
- 16 Assistant Executive Engineer Flood Sub Division Baramulla for information.
- 17-28 Contract Associations, Sheikh Bagh/ Court road/Narbal /Sada Bahar Sonar Qalipora/ Sumbal/ Baramulla/ National Contract Association, Chadoora/ Pir panchal / Anantnag/ Kulgam. Pulwama & Srinagar.
- 29 H.D/ H.A /A.A.O/ Divisional office for information.
- 30 Notice Board.