

E-NIT No. (19) OF 2018-19

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

SN o	Name of work.	Estd. Cost of works	Earnest money	T.O.C	Class of contract	Cost of Tender document	M.H	Tender receiving authority
1	Cunnette/lip cutting of Kut Khul from RD 495 to RD 1290.89	Rs.18.20 lacs	Rs.36400/=	20 days	"BEE" & "CEE"	Rs.1000/=	4711 Internal Channel	Executive Engineer I&FC Div Srinagar
2	Cunnette/lip cutting of Kut Khul from RD 1290.89 m to RD 2052.60 m	Rs.16.15 lacs	Rs.16200/=	20 days	"Self Help Group"	Rs.900/=	--do--	
3	cunnette/lip cutting of Kut Khul from RD 2052.60 m to RD 82.91m	Rs.13.85 lacs	Rs.27700/=	15 days	"BEE" "CEE" & "DEE"	Rs.800/=	--do--	

Position of funds:

Demanded

1.	No. of works advertised	03
2.	Date of start of download.	24-11-2018 from 14: 00 P.M
3.	Bid submission date start	24-11-2018 from 14:00 P.M
4.	Bid submission date end	01-12-2018 Upto 16:00 P.M
5.	Bid opening date	03-12-2018 At 11.00 A.M

1. 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 in from **24-11-2018 (14:00 P.M) to 01-12-2018 (16:00 P.M)**
2. The bids shall be deposited in electronic format on the departmental website www.jktenders.gov.in in **24-11-2018 (14:00 P.M) to 01-12-2018 (16:00 P.M)**
3. The bids uploaded on the web site up to due date and time will be opened on **03-12-2018 at (11.00 A.M)** in the office of the **Executive Engineer , Irrigation & Flood Control Division Srinagar** /in presence of the bidders who wish to attend. In case of holiday or office happening to be closed on the date of opening of the bids, the same will be opened on the next working day at the same time and venue. The complete bidding process will be on line.
4. Bids must be accompanied with cost of tender document in shape of Treasury Challan in favour of Executive Engineer Irrigation & Flood Control Division Srinagar, payable at Srinagar and earnest money/bid security in shape of CDR/FDR pledged to tender receiving authority. The bids for the work shall remain **valid for a period of 90 (ninety) days from the date of opening of bids.**
5. The earnest money shall be forfeited if :-
 - a) Any bidder/tenderer withdraws his bid/tender during the period of bid validity or makes any modifications in the terms and conditions of the bid.

b) The contractor fails to execute the agreement within 10 days after fixation of contract.

6.1 Instructions 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 acquaint bid submission process.

6.2 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 vendors.

6.3 The bidders have to submit their online in electronic format with digital Signature. No financial bid will be accepted in physical form.

6.4 Bids will be opened online as per time schedule mentioned in Para -3

6.5 Bidders must ensure to upload scanned copy of all necessary documents like CDR/PAN/TIN/Treasury Challan/Registration card duly renewed and hard copies thereof physically to tendering receiving authority before date of opening of 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 in favour of Executive Engineer, I&FC Division Srinagar, and earnest money/bid security in shape of CDR/FDR pledged to tender receiving authority must be uploaded with the bid. The original Treasury Challan (cost of tender document), CDR/FDR (earnest money/bid security) and relevant documents to be submitted to the tender receiving authority by registered post/courier/by hand before due date of submission of tender as per time schedule specified.

9. Bidders may contact office of the Executive Engineer, I&FC Division Srinagar, for any guidance for getting DSC or any other relevant details in respect of e-tendering process.

10. Bidders are advised not to make any change in BOQ (Bill of quantities) contents, in no case they should attempt to create similar manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.

11. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes up to completion of the work unless otherwise, specified.

12. Bidders are advised to use "My Documents" area in their user on e-tendering portal to store such documents as are required.

13. Qualification criteria for the work and other terms and conditions are as below:-

a) All bidders shall include the following information and documents with their bids G.S.T./PAN No/Regd. Card duly renewed for the current year.

- b) If the bidder does not quote rate for any item of the rate list/quantity schedule, such item/items shall be deemed to be part of the overall/total contract value and no rate shall be allowed for such item/items.
- c) 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.

Penalty for delay in completion:- In case of delay in completion of work beyond stipulated period of completion, penalty up to maximum of 10% of the contract shall be imposed.

14. **Time for completion:-** Suitable time extension shall be granted in case of increase in scope of work and in the event of delay control of contractor to be determined by the Department.

15.1 The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.

15.2 In case of lowest bid value being below the advertised cost, following additional performance security in the shape of CDR/FDR shall have to be deposited by the successful bidder within a week from the date of intimation.

For Contract Value:	Performance security
Up to 15% below the advertised cost	Nil
Beyond 15% to 20% below the advertised cost	3%
Beyond 20% to 25% below the advertised cost	3.5%
Beyond 25% to 30% below the advertised cost	4%
Beyond 30% below the advertised cost	5%

- a) In case of failure to deposit the additional performance security within stipulated period, earnest money shall be forfeited and tender considered as invalid & rejected. The performance security deposited shall be released after successful completion of work.
- b) In case a tenderer does not quote rate for any item/items, the same shall be taken as free of cost for all purposes & nothing extra shall be considered for working out total contract value on this account.
- c) Nothing shall be paid on account of dewatering, diversion or construction of ring bund quantities executed in or under water, making of tracks, ramps & removal of the same after completion even if involved at site. The contractor shall quote their rates accordingly.
- d) Errors/omissions, if any shall be read with SSR of 2008.
- e) Department materials shall be issued at following rates, subject to availability

i. Cement	@	Rs. 450/bag
ii. Steel bars of different Size (TMT)	@	Rs. 60/kgs
iii. Crate	@	Rs. 18/sft

15.3 **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.

15.4 **Traffic regulation:** - The contractor is bound to adhere to traffic regulations as are applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.

15.5 **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.

15.6 **Defect liability period:** - The DLP shall be calculated from date of certified completion of work and period shall be 06 months.

15.7 **Safety:-** The contractor shall be responsible for safety of all activities at site of work.

15.8 **Discoveries:** -Anything of historical or other interest of significant value unexpectedly discovered on the site shall be the property of the government.

15.9 **Tests:-** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.

15.10 **Termination:-** The employer may terminate the contract if the contractor causes fundamental breach of the contract.

16.1 **Fundamental breach of contract will include:-**

- a) Continuous stopping of work for a period of 30 days without authorization of Engineer in-charge.
- b) Contractor being declared bankrupt.
- c) Any evidence of involvement of contractor in corrupt practices.
- d) 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 tenders for the balance work at the risk and cost of defaulter contractor.
- f) If 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 debarred from taking works in the Department at least for one year.

16.2 **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 dispute Act 1947.
- k. Industrial employment standing orders Act 1946.
- l. Trade Union Act 1926.
- m. Child labour (Prohibition and Regulation) Act 1986.
- n. Interstate Migrant workmen`s (Regulation of employment and condition 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.

17. **Specification/quality control:-** All items of works shall conform to specifications as per IRC/MORTH/NBO/CPWD/SSR/any other prescribed specifications.

18. **Insurance:** - Insurance cover to Labour/machinery/work/plant material/equipment by the contractor shall be mandatory.

19. **Laws governing the contract:-** The contractor shall governed by Laws of the land.

20. **Court jurisdiction:-** In case of any disputes/differences between contractor and department the jurisdiction shall be J&K state

21. All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer

No:- I&FCD/Sgr/
Date:- -11-2018

(Er. G.R.Shah)
Executive Engineer
Irrigation & Flood Control Divn.Srinagar

Copy to the:-

- 1. Chief Engineer Kashmir Irrigation and Flood Control Department Srinagar for information.
- 2. District Development Commissioner Srinagar for information
- 3. Superintending Engineer Hydraulic Circle Srinagar for favour of information.
- 4. Joint Director information Department /Assistant Director information Department Srinagar for publishing the N.I.T. in two local leading newspapers preferable Greater Kashmir & Srinagar Times before submission of bids..
- 5. Assistant Executive Engineer Irrigation & Flood Control Sub Division_____.
- 6-8. H.A/A.A.O. /H.D. Divisional office for information.
- 9-12. Contractors Association_____
- 13. Notice Board.