

CORRIGENDUM

Subject: NIT No 04 of 2015-16 dated 29-06-2015

Ref: This office No.1674-1710.

Sir,

Please treat “existing clause” replaced by “Revised clause” given below in respect of E-NIT No. 04 of 2015-16 issued vide this office No. captioned above.

The Last date for submission of hard copies is 25-07-2015 upto 3.00 PM in the office of Chief Engineer, Kashmir Irrigation & FC Department, Engineering Complex, Rajbagh, Srinagar. Pin code 190008

However, all other terms and conditions shall remain the same as laid down in the original NIT issued vide above cited reference.

Existing Clause	Revised Clause
<p>Clause b) 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.</p>	<p>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</p>
<p>Clause 1.1 To mobilize suitable combination of dredgers such as a Trailer Suction Hopper Dredger (TSHD), Backhoe/ Grab/ Plough dredger, etc. for the specified detailed scope of work along with skilled and highly experienced workers.</p>	<p>To mobilize suitable combination of dredgers such as a Cutter Suction Dredger (CSD), Trailer Suction Hopper Dredger (TSHD), Backhoe/ Grab/ Plough dredger, etc or any kind of machines for the specified detailed scope of work along with skilled and highly experienced workers.</p>
<p>Clause 08 Rs. 1.35 Crores in form of CDR/FDR/BG of nationalized banks only (Irrevocable)</p>	<p>Rs. 1.35 Crores in form of CDR/FDR/BG of scheduled banks/nationalized banks only (Irrevocable)</p>
<p>Clause 1.3 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.</p>	<p>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.</p>
<p>clause 07 SUBMISSION OF TENDERS: The Bid should be prepared by the bidder and shall be submitted online</p>	<p>1. SUBMISSION OF TENDERS: The Bid should be prepared by the bidder and shall be</p>

<p>Hence, all interested /prospective bidders are advised to regularly visit website for any updates. Bidders who submit their bids shall be presumed that they have gone through and are aware of all Amendments / Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) issued and any claim from bidder that such Amendments / Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) were not received by them, will not be entertained</p>	<p>published in newspapers or sent by post/e-mail. Hence, all interested /prospective bidders are advised to regularly visit website for any updates. Bidders who submit their bids shall be presumed that they have gone through and are aware of all Amendments / Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) issued and any claim from bidder that such Amendments / Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) were not received by them, will not be entertained</p>
<p>Clause 52. RETURN OF EARNEST MONEY: The Earnest money by the tenderer shall be refunded (except three highest tenderer). The earnest money of the successful tenderer will be refunded after successful and satisfactory completion of the contract. However in case of 2nd& 3rd lowest tenderers CDR shall be released under rules as applicable in the state.</p>	<p>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</p>
<p>Clause 59.1 The tender shall remain valid for the period indicated in "General Information" after the date of the opening of the "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.</p>	<p>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</p>
<p>Clause 80 Award to be binding on all Parties: The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.</p>	<p>Award to be binding on all Parties: The award of the Panel of Arbitrators, unless challenged in court of law, shall be binding on all parties.</p>
<p>Clause 81 EXCEPTED MATTERS: Following items shall be considered as excepted matters and decision of Engineer-in-Charge there on shall be final and binding on the contractor. The excepted matters shall stand specifically excluded from the preview of Conciliation /Arbitration clause and shall not be referred to Conciliation /Arbitration. 81.1. Measurement of work, 81.2. Interpretation & meaning and intent of specification & drawings, 81.3. Rates for extra items of work, i) Right of Department to Determine the Contract.</p>	<p>Clause may be treated as deleted</p>
<p>Clause 96.6 The 90% payment corresponding to actual work done quantities shall be made after completion of every 15% of the job as a whole subject to subsequent check and verification of bills duly attached with necessary documents.</p>	<p>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.</p>
<p>Clause 97 BILLING PROCEDURE: Following procedures shall be adopted for billing of works</p>	<p>BILLING PROCEDURE: Following procedures shall be adopted for billing of works executed by the contractor.</p>

<p>executed by the contractor.</p> <p>97.1.All measurements shall be recorded on standard measurement sheets supplied by department and submitted to department for scrutiny and passing.</p> <p>97.2.Department shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.</p> <p>97.3.Engineer-in-charge of respective shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the contracts, within 7 days of submission of the bills, complete in all respects and send the same to the department to effect payment to the contractor.</p> <p>97.4.Department shall make all Endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.</p> <p>97.5.Measurements shall be recorded as per the methods of measurement spelt out in specifications / contract document. department shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.</p> <p>97.6.While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded</p>	<p>97.1.All measurements shall be recorded on standard measurement sheets supplied by department and submitted to department for scrutiny and passing.</p> <p>97.2.Department shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.</p> <p>97.3.Engineer-in-charge of respective shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the contracts, within 7 days of submission of the bills, complete in all respects and send the same to the department to effect payment to the contractor</p> <p>97.4.Department shall make all Endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.</p> <p>97.5.Measurements shall be recorded as per the methods of measurement spelt out in specifications / contract document. department shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.</p> <p>97.6.While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded</p> <p>97.7 The measurement of the quantity of the dredged out material will be calculated as per the quantum of dredged out material present in the dyke. The procedure for calculation of quantum will be carried as per the cross-sections recorded in the dyke before the use of dyke & after the dyke is declared as filled, again the cross-sections will be again recorded. The cross-sections of the dyke will be recorded @ 20 mtrs c/c, however in case of any undulation in the dyke surface, the c/c spacing of the cross-section will be accordingly.</p>
<p>Clause 7.1 Insurance</p> <p>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 works as per agreement</p>	<p>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</p>
<p>Clause 22.1 (iii)</p> <p>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 180 days, the</p>	<p>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</p>

contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.	21 days without any repercussions on either side.
General Conditions of Contract Clause 29 VALIDITY OF OFFER The tenderer shall keep his offer valid for acceptance for a minimum period of 90 days from the date of opening of Price bid. Should Department so require, the tenderer shall revalidate his offer without change of prices and terms for another period of 60 days on expiry of initial validity period of 90 days.	VALIDITY OF OFFER The tenderer shall keep his offer valid for acceptance for a minimum period of 120 days from the date of opening of Price bid. Should Department so require, the tenderer shall revalidate his offer without change of prices and terms for another period of 60 days on expiry of initial validity period of 120 days .

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Executive Engineer
Irrigation and Flood Control Division
Srinagar

No. IFCD/Sgr/CC/

Dated:

Copy to the:-

1. Chief Engineer, Kashmir, I&FC Department, Srinagar for information.
2. Superintending Engineer Hydraulic Circle Srinagar for information.
3. Assistant Director , Information Department, Srinagar for publishing the corrigendum notice in two local leading newspaper preferably " Greater Kashmir" & " Daily Aftab"& broad cast on (AIR) (Vividhbharti) in two consecutive bulletins before its due date.
4. Assistant Executive Engineer _____ for information.
- 5-7 H.A/A.A.O/H.D Divisional office for information.
8. P.A to Chief Engineer, Kashmir, Irrigation & Flood Control Department Srinagar for information.
9. Mr. Ajjaz Ahmad Bhat C/o Chief Engineer Kmr. I & FC Deptt. Srinagar for information and uploading of the NIT on departmental web site,
- 10-18 Contractors Association _____
19. Notice Board.