



SHORT TERM NOTICE INVITING TENDER

e-NIT No: 05 of 2024-25 (e-Tendering)

For and on behalf of the Lt. Governor of Union Territory of Jammu and Kashmir, e-Tenders (in Single Cover System) are invited on **Aggregate Percentage Basis** from approved and eligible contractors registered with Union Territory of J & K Government for the following work(s) to be opened by the Executive Engineer Irrigation and FC Jal Shakti Division Ganderbal: -

S N o.	Name of Work	Tentative Allocation (in Lacs)	AAA	Cost of Tender Doc. (In Rs)	Earnest Money in Rupee(s)	Time of Completion	Class of Contract	Head of A/C M-H
01	02	03	04	05	06	07	08	09
01	Contract for unforeseen items required in case of exigency during or before the Shri Amarnath Ji Yatra 2024	10.00	Chief Engineer Kashmir Irrigation and FC Department Srinagar's Order No: DB/139 of 2024-25 Dated: 09.05.2024	1000	30000	During Yatra Period	CEE/ DEE	MH 3452 REVEX Tourism

Total Number of Work is 01 (One Work)

Position of Funds: 100% Budgetary Provision.

Position of AAA: Accorded

- 1) The Bidding document consisting of qualifying information, eligibility criteria, specifications, set of terms and conditions and other details can be seen/downloaded on e-procurement Portal www.jktenders.gov.in as per schedule of dates given below:

01	Publishing Date	22-05-2024 05:00 P.M
02	Download Date Start	22-05-2024 05:00 P.M
03	Bid submission Date Start	22-05-2024 06:00 P.M
04	Bid submission Date End	31-05-2024 04:00 P.M
05	Bid opening Date	01-06-2024 11:00 A.M

- 2) The bids shall be deposited in electronic format on the departmental website

www.jktenders.gov.in

- 3) The bids uploaded on the Web site up to due date and time will be opened on **01.06.2024 at (11:00 AM)** in the Office of the Executive Engineer Irrigation and Flood Control Division Ganderbal in presence of the bidders who wish to attend. In case of Holidays 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 online.

- 4) Bids must be accompanied with cost of tender document (Non- Refundable/ Non- transferrable) to be deposited under MH: 0702-Rev. Misc. in shape of **Treasury Challan / receipt or e-Challan** (mentioning therein e-NIT No and Serial No of Work) to be pledged in favour of the Executive Engineer Irrigation and FC Jal Shakti Division Ganderbal and **earnest money/ bid security in shape of CDR/FDR** pledged to the Executive Engineer Irrigation and Flood Control Division Ganderbal, besides the dates on the instruments must not be prior to date of issuance of this Notice. The bids for the work shall remain valid for a period of 90 days from the date of opening of Price bids.
- 5) The earnest money shall be forfeited if: -
 - a) Any bidder withdraws his bid during the period of bid validity or makes any modification in terms and conditions of the bid.
 - b) Failure of successful bidder to execute the agreement within 10 days after fixation of contract.
 - c) The successful bidder fails to submit the requisite performance security and additional performance security within the prescribed time frame.
- 6) **Instructions to bidders regarding e-tendering process.**
 - a) Bidders are advised to download bid submission manual form the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in acquaints 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 Vendor.
 - c) The bidder has to submit their bids online in electronic format with digital signature. No bid will be accepted in physical form.
 - d) Bids will be opened online as per time schedule mentioned in above at Serial No. 1.
 - e) Bidders must ensure to upload scanned copy of all necessary Documents.
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 of tender due to any reason/ reasons.
- 8) Scanned copy of **earnest money/ bid security in shape of CDR/FDR**, cost of tender documents in shape of **e-challan or Treasury challan/ receipt** pledged to the Executive Engineer Irrigation and FC Jal Shakti Division Ganderbal, **enlistment card with verification duly renewed for the current financial year i.e., 2024-25, G. S. Tin No., Latest GST Return (latest quarter i.e, upto December-2023 or onwards and PAN Card, Income Tax Return up to 03/2023 i.e., FY 2022-23 (Assessment Year 2023-24)**
- 9) 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.
- 10) 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.
- 11) For all concrete works, the contractor has to use concrete mixers and vibrators as per the directions of the Engineer In-Charge.
- 12) **Special Conditions: -**



- a) **Price escalation and Taxes:** The item wise cost / offer be quoted by the bidder entirely in Indian Rupees and the cost quoted shall be deemed to include price escalation and all taxes till completion of work.
 - b) Deduction on account of taxes shall be made from the bills of the contractor on gross amount of the bill of the contractor as per the rates prevailing at that time.
 - c) The bidder should upload the latest GST return (latest quarter) & the payments will also be made subject to the production of latest GST returns.
 - d) Bidders are advised to use "My Document" area in their uses on JK tenders e-Tendering portal to store such documents as are required.
 - e) Complete Bio Data of contractor/ agency as per Appendix (I).
 - f) Errors/omissions, if any shall be read with SOR 2022.
 - g) Nothing shall be paid on account of dewatering, diversion or construction of ring bund quantities executed in or under water, making of tracks, ramps and removal of the same after completion even if involved at site. The contractor shall quote their rates accordingly.
 - i) Drawl of Agreement within 10 days after fixation of contract.
 - j) Production of original documents necessary for verification on declaration of the lowest bidder by or before 07 days of the opening of Price Bid/generation of comparative statement.
- 13) **Material: -**
- a) **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 the Assistant Executive 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.**
- 14) **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./ latest GST Return (Latest quarter)/ PAN No/Regd. Card duly renewed for the current year.
 - b) If the bidder does not quote rate for any item of the BOQ, 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 with in 7th day from the date of issuance of LOI/ contract allotment as the case may be.
 - d) **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, any damage if caused during execution of work shall be restored by the contractor at his own cost.
 - e) The contractor has to manage housing for labours, electricity, water storage for material, watch and ward and other facilities at his own.
 - f) In case of any disputes/differences, the jurisdiction shall be to the courts situated in Srinagar only. In case of any dispute regarding the work, the concerned Chief Engineer shall be the sole Arbitrator.
 - g) **Defect Liability Period (DLP):** The contractor should be responsible to maintain the work within a defective liability period of Six (06) months. The Defective Liability Period (DLP) shall be 06 (Six) months after the completion and successful commissioning of the work and the date of completion of the works shall be taken financially as recorded by the concerned Assistant Executive Engineer in the works register maintained by him for the



said works. 10% of the payment retained as deposit money shall be released after completion of this Defective Liability Period.

- h) **Safety:** The contractor shall be responsible for safety of all activities at site of work during execution.
- i) **Termination:** The employer may terminate the contract if the contractor causes any fundamental breach of the contract, which shall include stoppage of work without any reason.
- 15) The successful Contractor has to start the work simultaneously at different location as and when directed by the Engineer in-charge.
- 16) For flood mitigation purposes the contractor will provide the machines within 30 minutes in the respective jurisdiction at the required spots to meet up any eventuality/exigency.
- 17) As a flood preparedness, the agency has to dump good earth for filling up EC bags at the sites identified by the engineer in-charge immediately after award of contract and the necessary permission from Geology and Mining department and other concerned departments shall be the responsibility of contractor and the rates quoted for the item shall be inclusive of all royalty etc charged by the concerned departments as per the rates in vogue.
- 18) Any damages that will occur to the work during the course of execution due to flash floods or any other natural calamity, the work will have to be rectified/ repaired by the executing agency out of his own expenses and nothing extra will be paid on the account by the department
- 19) **The successful bidder (L1) has to submit performance security @ 10% of contract value that will be released after 01 year from the date of completion of all contractual obligations including Defective Liability Period and has to deposit an additional performance security within 03 days from the date of issuance of intimation as per the below mentioned scale:**

S No	Percentage depreciation	Additional Performance Security to be submitted by the L1 bidder
1	0% to 15%	NIL
2	15% to 20%	5%
3	20% to 25%	10%
4	25% to 30%	15%
5	30% below	20%

- 20) The rates quoted for the unit rate contracts shall be allotted ratio proportionately with respect to the quoted tender depreciation.
- 21) The bidders are required to quote rates on percentage Rate Basis for each item of BOQ inclusive of all taxes, charges and levies etc.
- 22) The tender is floated to meet the exigency that can arise during or before the Shri Amarnath Ji Yatra and will be operated only if need arises. The amount of work done depends solely on the demand by the concerned authority.
- 23) Any item of work not included in the BOQ but required for the successful proceedings of Shri Amarnath Ji Yatra shall be executed by the contractor, as directed by the



Department. Such extra item shall be paid at J&K SOR 2022 rates with allotted appreciation/ depreciation. In case such item does not figure in J&K SOR 2022, the same shall be paid as per the current market rate analysis to be approved by the competent authority. No extra claim towards any type of tax, freight, etc shall be entertained whatsoever. It must be noted that during the currency of the contract and its extended period if any, no price escalation whatsoever shall be allowed in respect of any of the items of the work.

- 24) The contract shall be purely in case of exigencies before or during the Yatra and as such there could be instances where no item of the contract would be required and the executing agency/ contractor shall have no right to claim for non execution/ operation of the contract.
- 25) The contract shall not be utilized for the spots already identified and tendered vide this office eNIT No 01 of 2024-25.
- 26) The Chief Engineer I&FC Department/ Superintending Engineer Hydraulic Circle Srinagar/ Executive Engineer I&FC Division Ganderbal (whichever applicable) reserves the right to postpone the tender submission/opening dates and to accept/reject any or all tenders without assigning any reasons thereof. The decision of the Chief Engineer I&FC Department/ Superintending Engineer Hydraulic Circle Srinagar/ Executive Engineer I&FC Division Ganderbal (whichever applicable) after assessment of suitability as per eligibility criteria shall be final and binding.
- 27) For any clarification, the bidders can contact Divisional Office on Mob. No. 9469003777 or can email the department at the email: exenifcdganderbal@ifckashmir.com.
- 28) **Insurance:** - Insurance cover to labour / Machinery/ Work/ Plant/ Material/ Equipment by the contractor shall be mandatory
- 29) **Time Extension:** -
- The work 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.
 - 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 desired.
 - 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) 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 desire.
 - On contractor's 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.
- 30) **Fundamental breach of contract will include:** -
- Continuous stopping of work for a period of 30 days without authorization of Engineer in-charge.
 - Contractor being declared bankrupt.
 - Any evidence of involvement of contractor in corrupt practices.
 - Contractor delaying the completion of work beyond stipulated time of completion.



- d) 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.
- e) If contractor fails to start/complete the work, within the stipulated time period, he shall be debarred from taking works in the department at least for 01 year and the work shall be put to fresh tenders on his risk, cost and responsibility, besides action as warranted under contract rules shall be initiated against the defaulting contractor.
- 31) **Major labour laws applicable to establishment engaged in building and other construction work: -**
- Workmen compensation Act 1923.
 - Payment of Gratuity Act 1972.
 - Employees P.F and Miscellaneous Provision Act 1952.
 - Maternity Benefits Act 1951.
 - Contract labour (Regulation & Abolition) Act 1970.
 - Minimum wages Act 1948.
 - Payment of Wages Act 1936.
 - Equal remuneration Act 1979.
 - Payment of bonus Act 1965.
 - Industrial dispute Act 1947.
 - Industrial employment standing orders Act 1946.
 - Trade Union Act 1926.
 - Child labour (Prohibition and Regulation) Act 1986.
 - Interstate Migrant workmen's (Regulation of employment and condition of service) Act 1979.
 - The building and other construction workers (Regulation of employment and condition of service) Act 1996 and the census Act of 1996.
 - Factories Act 1948.
 - Compliance with Labour Regulation Laws of Union Territory of J&K State.
- 32) **Specification / Quality Control:** All items of works shall confirm to specifications as per MORTH/ BBO/ CPWD/ SSR/ any other prescribed specifications.
- 33) In no case, the quantity of work executed shall exceed the allotment quantities, the contractor is himself/herself responsible for such extension and no payment in excess of allotted cost shall be paid by this Division. No item outside the Allotment shall be executed. The concerned Assistant Executive Engineer/ Contractor will be personally responsible for the same.
- 34) **Penalty for Delay on account of Contractor:** in case of delay not justified & caused due to the faults of the Contractor a penalty upto maximum of 10% of the contract value will be imposed.
- 35) **The material viz-a-viz B.A. Wire Crates and EC Bags only shall be supplied departmentally against the Stock Rates and the contractor shall confirm the stock rate from the Divisional Office. Besides the carriage for departmental material will be provided from Divisional Store to actual site of work.**
- 36) The Bidders who have failed to fulfil the contractual obligations during the financial year 2023-24 as per the specification laid down in the eNIT's issued by this office from time to time or has left the work incomplete despite issuance of several notices. The bids of such bidders will not be accepted.



All other terms and conditions as laid down in the GFR-2017, Manual for procurement of works 2022 with upto date amendments, PWD Form 25 Double shall also remain in force.

NO: IFCD/GBL/1356-1405

Dated: 22.05.2024

(Er. Iffikhar Nadeem Mattoo)

Executive Engineer

Irrigation and Flood Control

Division Ganderbal

Copy for information to the: -

- 1) Chief Engineer Kashmir, Irrigation and Flood Control Jal Shakti Department Srinagar for information please.
- 2) District Development Commissioner Ganderbal for favour of Information please.
- 3) Superintending Engineer Hydraulic Jal Shakti Circle Srinagar for favour of information please.
- 4-11) Executive Engineer PHE Division Ganderbal /R&B Division Ganderbal, PDD Ganderbal / New Ganderbal /PDD Kangan/ Generation Division Ganderbal.
- 12) Deputy Director Information Deptt. Srinagar for information and n/a with request to please publish the tender notice in at least two leading local dailies before the due date of receipt of tenders.
- 13-15) Assistant Executive Engineer Irrigation Sub Division Ganderbal / Kangan/ Flood Control Sub Division Ganderbal.....
for information and necessary action.
- 16-45) The president contractors Association for information and necessary action.
- 46-49) AAO/HD/HC/CC for information and necessary action.
- 50) Notice Board Incharge of Irrigation and Flood Control Division Ganderbal for information and necessary action of all concerned.

Appendix-I

COMPLETE BIO-DATA OF CONTRACTOR/ AGENCY

Name of Contractor/ Firm/ Agency: _____.

S, D/o, Prop. _____.

Residential Address: _____.

Office/ Company Address: _____.

Contact No: _____.



DIVISION, GANDERBAL

PIN: 191201, PHONE: 0194-2416246, EMAIL-exenifcdganderbal@ifckashmir.com

e-mail ID: _____.

Registration Card No.: _____.

GS Tin No: _____.

Pan Card No: _____.

Bank Account No./ Name of Bank Branch _____.

