

**OFFICE OF THE EXECUTIVE ENGINEER R&B DIVISION BARAMULLA.**  
**NOTICE INVITING TENDERS**

NIT No:- 100/7838-48/2014-15/R&B/Bla Dated:- 27.02.2015

For and on behalf of the Governor, J&K State e-tenders (**In Single Cover System**) are invited on **item rate basis** from approved and eligible Contractors Regd. With J&K State Govt. CPWD, Railways and other State/Central Governments for each of the following works:-

S.No	Name of Work	Est. Cost (Rs. In Lacs)	Cost of T/Doc. (In Rs.)	Earnest Money/ Bid Security (In Rs.)	Time of completion	Time & Date of Opening of tender (Technical Bid)	Class of Contractor	Major Head of Account
1	2	3	4	5	6	7	8	9
1.	Strengthening of 8x50 span wooden double strutted pile bridge at Fish market Baramulla.	54.90	1600/-	109800/-	45days	30.03.2015	AAY	Funds Demanded

Position of AAA/TS = AAA Accorded

Position of funds = DEMANDED

- The Bidding documents Consisting of qualifying information, eligibility criteria, specifications, Drawings, 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](http://www.jktenders.gov.in) as per the scheduled date given below.

1	Date of issue of Tender Notice	27.02.2015
2	Period of downloading of bidding documents	From 05.03.2015 to 25.03.2015 4:00PM
3	Bid submission Start date	25.03.2015
4	Bid Submission End Date	25.03.2015 upto 4:00PM
5	Deadline for receiving the hard copy (Original DD & EMD)	26.03.2015 upto 04:00PM in the office of the Superintending Engineer, PWD (R&B) Circle Baramulla/ Kupwara
6	Date and time of Opening of Bids (Online)	30.03.2015 upto 11:00AM in the office of the Superintending Engineer, PWD (R&B) Circle Baramulla/ Kupwara

- Bids must be accompanied with cost of Tender document in shape of demand draft in favour of the **Executive Engineer, R&B Division Baramulla (Tender inviting Authority)** and Earnest money /Bid security in shape of CDR/FDR pledged to **Superintending Engineer, PWD (R&B) Circle Baramulla/ Kupwara (Tender receiving Authority)**.
- The date and time of opening of Bids shall be notified on Web Site [www.jktenders.gov.in](http://www.jktenders.gov.in) and conveyed to the bidders automatically through an e-mail message on their e-mail address. The **bids of Responsive bidders** shall be opened online on same Web Site at the **office of the Superintending Engineer, PWD (R&B) Circle Baramulla/ Kupwara**.
- The bids for the work shall remain **valid for a period of 120 days from the date of opening of technical bids**.
- The earnest money shall be forfeited, If:-
  - 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.
  - Failure of Successful bidder to furnish the required performance security within the specified time limit.
  - Failure of successful bidder to execute the agreement within 28 days after fixation of contract.
- Instruction 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](http://www.jktenders.gov.in) to 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 bids 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-1.
- 6.5. Bidders must ensure to upload scanned copy of all necessary documents with bid. Besides, original/ photocopies of documents related to bid be submitted physically/ by registered post/ through courier before date of specified in Para-1.

**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 Demand Draft **in favour of the Executive Engineer R&B Division Baramulla** and Earnest Money/Bid Security in shape of **CDR/FDR** if applicable pledged to **Superintending Engineer, PWD (R&B) Circle Baramulla/ Kupwara (Tender receiving Authority)** must be uploaded with the documents of the bid. The original Demand Draft (cost of tender document), CDR/FDR (earnest money/bid security) and relevant bid documents etc be submitted to the tender opening authority by registered post/Courier/by hand before due date of submission of tender/as per time schedule specified.
9. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ 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. **Price escalation & taxes:-** 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** upto completion of the work unless otherwise, specified deductions 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.
11. Bidders are advised to use “**My Documents**” area in their user on R&B e-Tendering portal to store such documents as are required.
12. **In case of CRF & any other specified project the relevant guidelines/ standard bidding documents shall be followed**
13. **Instructions to Bidder (ITB)**
  - 13.1. All bidders shall include the following information and documents with their bids
    - a. Copies of original documents defining constitution/ legal status, place of registration and principal place of business.
    - b. Valid Tin No. & Pan No. along with latest Sales Tax Clearance Certificate/ Acknowledgement receipt of sales Tax return file
  - 13.2. The bidders at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.
  - 13.3. Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.
  - 13.4. All documents relating to the bid shall be in the English language
14. The departmental material shall be supplied to the contractors on following rates from Divisional Store **(i) Cement @ Rs. 440 /bag (ii). TMT (Bars) @ Rs 62.00/Kg (iii). Angleiron/ Flat Iron @ Rs 65/Kg. In case of non availability of stocks in Divisional Stores the contractor my purchase the required material of quality & specifications prescribed to be certified by Executive Engineer incharge after getting non-availability certificate from Executive Engineer & shall not be entitled for any type of excessive rates on this account.**
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 rates shall be allowed for such item/ items in the allotment of contract.
16. **General Conditions of Contract:-**
  - 16.1. The date of start of work shall be reckoned within one week from the date of issuance of LOI/ contract allotment as the case may be.

- 16.2. 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.
- 16.3. 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.
- 16.4. Advance Payments:-**No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.
- 16.5. Secured Advance:-** 75% of material cost shall be paid to the successful contractor after the material procured for the work in brought to site, properly stored and protected subject to satisfaction of Engineer. The contractor will be solely responsible for any theft, deterioration if any for the material at site for which secured advance is applicable.
- 16.6. Retention Money:-** 10% shall be deducted from each running of the successful contractor which shall be released virtual completion of work in all respects.
- 16.7. 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.
- 16.8. Amendment of bidding document:-** Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda,
- 16.9.** The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.
- 16.10.** Contractor per personally responsible to watch any corrigendum/ amendments made in the NIT/ BOQ till last date of submission of tenders.
- 16.11. Un Balanced Bid:-** In case bid of the lowest bidder is found unbalanced the bidder shall have to produce additional performance security in shape of CDR/FDR before issuance of contract allotment as mentioned below:-
- |  |                           |
|--|---------------------------|
| a. Upto and including 15% below        | Nil                       |
| b. Greater than 15% and upto 20% below | 3% (on advertised cost)   |
| c. Greater than 20% and upto 25% below | 3.5% (on advertised cost) |
| d. Greater than 25% to 30% below       | 4% (on advertised cost)   |
| e. Greater than 30% below              | 5% (on advertised cost)   |
- 16.12. 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.
- 16.13. Traffic regulations:-**The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.
- 16.14. 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.
- 16.15. Defect Liability period:-** The DLP shall be Calculated from date of certified completion of work and period shall be 18 months.
- 16.16. Safety:-** The contractor shall be responsible for safety of all activities at site of work.
- 16.17. Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.

- 16.18. Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
- 16.19. Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
- 16.20. Fundamental breach of contract will include:-**
- a. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.
  - b. Contractor is declared bankrupt.
  - c. Any evidence of involvement of contractor in corrupt practices.
  - d. Contractor delays 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.
  - f. If in case contractor failed 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 R&B Department at least for one year.
- 16.21. 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 disputes Act 1947.
  - k. Industrial employment standing orders Act 1946.
  - l. Trade Union Act 1926.
  - m. Child Labour (Prohibition & Regulation) Act 1986.
  - n. Inter State Migrant workmen's (Regulation of employment & Conditions 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.
- 16.22. Specification/Quality Control:-** All items of works shall conform to specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.
- 16.23. Insurance:-** Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
- 16.24. Laws Governing the Contract:-**The contract shall be governed by Laws of the land.
- 16.25. Courts Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State
- 16.26. Time Extension:-**
- a. The work is to be completed within the time 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.
  - b. Request for extension of time shall be made by the contractor in written not later than 15 days of happening of the event causing delay. The contractor shall also indicate in such as request the period for which extension is desired.

- c. Abnormal/ bad weather or serious loss or damage by fire or civil commotion, strike or lockout (other than among the labor 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 contractors desire.
- d. On contractors representation based on the grounds as detailed above the time for completion of the work may be extended by a period considered reasonable by the department.
- e. Extension of time shall be admissible in the event of temporary suspension of work.

17. The tender/ bid is **liable to rejection** if it does not fulfill requirements as laid down in NIT.

18. **All other terms conditions are as per FWD Form 25 (Double agreement Form) & this office NIT No: 01 of 2014-15**

No. 7838-48

Dated 27.02.2015.

Executive Engineer  
R&B Division Baramulla

**Copy to the: -**

1. Principal Secretary to Govt. PW (R&B), Department J&K Civil Secretariat- Srinagar/Jammu.
2. Chief Engineer PW (R&B) Department Kashmir.
3. District Development Commissioner Baramulla.
4. Superintending Engineer R&B Circle Baramulla/ Kupwara for information.
5. AEER&B Civil/N. H. Way Sub-Division Baramulla for information.
6. Private Secretary to Minister for works PWD(R&B) & MED Civil Secretariat Jammu/Srinagar for kind information of Hon'ble Minister.
7. Joint Director Information Department, J&K State for publishing the NIT in two leading dailies before due date.
8. Assistant Director ADV Srinagar for information.
9. President Contracts Association Baramulla for information.
10. Chairman J&K Coordination Committee Baramulla for information.
11. President SHG Association Baramulla for information.
12. President Hot Mix Plant Holders Association Srinagar for informaiton.
13. HD/CC/HA for information.
14. Notice Board.
15. I/C Computer Section ..... for publication in website [www.jktenders.gov.in](http://www.jktenders.gov.in).