



**NIT No. LD-II/ 18 of 2016-17 (e)**

For and behalf of the Governor of the Jammu and Kashmir State, e-tenders on item rate basis are invited from registered/approved PWD/MES/CPWD/ contractors for following work/s as per below mentioned terms and conditions:-

S.No	Name of work	Est. cost (Rs.)	Earnest money (Rs).	Class of contract	Cost of T/Doc. (in Rupees)	Time of completion
1.	Construction of secondary lateral sewer line Kondan Peth, Razakshah Colony connecting to main sewer line at Habak in zone 1 (a).	27,93,031.00	55,861.00	AAY/BEE	1000.00	45 calendar days

**Note:- The advertised cost includes cost of depts. material.**

**Position of funds: Demanded.**

**Online Bidding schedule:-**

01.	Date of publication of tender notice.	9.3.2017 : 10.00 AM
02.	Start date of down loading of bid documents.	10.03.2017 : 10.00 AM
03.	Bid submission start date	15.03.2017 :10.30 AM
04.	Bid submission end date	22.03.2017 : 04.00: P.M
05.	Deadline for receiving hard copy of original Tender fee & Earnest money; (in the prescribed form); self-attested photocopy of valid enlistment card , PAN, and TIN, Sales Tax Clearance latest.	23.03.2017 : 04.00: P.M
06.	Date and time of opening of bids (Technical & financial) on line.	24.03.2017 :02.00 PM
07.	Tender inviting authority.	Executive Engineer Lake Div.2nd J&K LWDA STP Hazratbal
08.	Tender Receiving/ Opening Authority.	-----do-----
09.	Earnest Money pledged to:-	-----do-----
10.	Tender fee in the shape of DD/BD in name the of:-	-----do-----

1/- In case of unavoidable circumstances like Hartal/curfew/ restrictions on the day scheduled for their receipt , the hard copies can be submitted on next working day during office hours.

**Special condition:**

1/- **In case the quoted amount of the lowest bidder is below the advertised cost, the bidder will have to submit additional security deposit as under in the form of CDR/FDR/Bank Guarantee valid till successful completion of contract:-**

- i. **1 to 20 %** ---NIL----
- ii. **More than 20 % upto 30%:** **4% of advertised cost.**
- iii. **More than 30%** **Bank Guarantee for full amount of difference between advertised and quoted cost.**

✓ **The lowest tenderer has to submit the additional security deposit as mentioned above before issuance of the allotment and Non submission shall lead to rejection of the tender and forfeiture of the CDR.**

2/- **Instructions for bidders:-**

- 1.1 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](http://www.jktenders.gov.in) as per the above bidding schedule.
- 1.2 The bids shall be deposited in electronic format on the departmental website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per the above bidding schedule.
- 1.3 The complete bidding process will be on line.



- 1.4 The bids uploaded on the website up to due date and time will be opened online by the tender opening authority in his office chambers on above said date and time or any other suitable convenient date and time.
- 1.5 Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” from website [www.jktenders.gov.in](http://www.jktenders.gov.in) to acquaint bid submission process.
- 1.6 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.
- 1.7 The intending tenderer, are advised, in their own interests to visit the site of work to have a detailed study of the site conditions and the process in relation with the technical information.
- 1.8 Bidders may contact office of the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
- 1.9 Any clarification required can be had from the office of the undersigned.
- 1. Terms and conditions:**
  - 1.1 The bidders have to submit their bids online in electronic format with digital Signature. No financial bid will be accepted in physical form. **Violation if any shall lead to rejection of the tender.**
  - 1.2 **The complete on line bidding process will be in two covers and the bidder has to upload the following documents necessarily:-**
    - 2.2.1 **COVER 1ST. (Technical cover):-**
      - I. **Registration certificate of the contractor being registered** with J&K Government, CPWD or other States / Central Government organization along with current year’s renewal certificate.
      - II. **Earnest Money and Demand draft** for an amount prescribed in the shape of CDR/FDR pledged to /Drawn in favour of Executive Engineer Lake Division 2<sup>nd</sup>. JKLWDA.
      - III. **Documentary evidence of being registered with Sales Tax** Department with latest valid sales tax clearance certificate and Pan card of the tenderer.
    - Note:**
      - The scanned copies of the above documents are to be uploaded up to the scheduled time and date. The hard copies of scanned uploaded documents along with original Tender fee, Earnest money deposit and other required documents shall be submitted to tender receiving authority as per bidding schedule given above. The documents submitted as hard copy must be self-attested by the bidder with seal and signature.**
    - 2.2.2 **Cover 2nd. (Financial Cover):-**

**B.O.Q. To be downloaded from the web site [www.jktenders.gov.in](http://www.jktenders.gov.in)** subsequently uploaded with rates duly filled up to the scheduled time and date as per the given bidding schedule.

      2. Bidders must ensure to upload scanned copy of all necessary documents as well as their submission up to bid uploading time failing which the tender will not accepted and will be rejected straight away.
      3. The department will not be responsible for any delay in online submission/submission of hard copies due to any reasons.
      4. 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. Only the downloaded BOQ should be used for filing the item rate inclusive of all taxes and it should be saved with the same file name as it contains.
      5. Bids will be opened online as per time schedule mentioned above.
      6. The bids for the work/s shall remain valid for a period of 180(hundred and eighty) days from the date of opening of 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.
      7. The tenderer shall not be entitled to any claim towards expenses incurred incidental to the submission of the tender or subsequent evaluation/clarification thereof.
      8. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rate quoted shall be deemed to include price escalation and all taxes up to completion/payment of the work unless otherwise, specified.
      9. 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. The item shall have to be executed free of cost.



10. The tenders receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof and the work shall be executed at his risk and cost.
11. 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.
12. If in case 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 LDA.
13. The contractor shall have no claim for losses etc. suffered on account of delay caused by the Authority in removal of trees or shifting/ raising/ removing of telegraph/telephone/electric lines or water pipes (overhead or underground)/ structures (if any) supply of departmental material/acquisition of land/ whatsoever which may come in the way of the work. However, suitable extension of time can be granted to cover such delays.
14. **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.
15. **Safety:-** The contractor shall be responsible for safety of all his work activities and labour at site of the work.
16. **Tests:-** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
17. The contractor has to abide by all the rules, regulations, codal formalities from initiation of tenders to finalization of contract and no excuse can be entertained for its ignorance.
18. Conditional tenders of any sort or Tenders violative of N.I.T conditions shall be straight-away rejected even though the cost offered by such Tenderers may be the lowest.
19. Conditions laid down in the tender documents are to be deemed as a part of the NIT.
20. The intending tenderers are required to read carefully the contents of the NIT/Tender documents and assess the site conditions at the site of the work before submission of their tenders.
21. Contractors have to get registration from labour commissioner's office and have to produce license & other relevant documents from labour commissioner's department. The contractors have to fulfill all the legal formalities, failing which consequences if any happen during execution of work is to be borne by the contractor.
22. Taxes as admissible under rules at the time of payment will be deducted at source. Besides 1% of the cost of work as Cess under building and construction workers Welfare Cess Act, 1996 shall be deducted at source.
23. Subletting of work contract / Power of attorney of the contract to some other agency shall not be acceptable to the department except for purpose of payments only to the attorney holder and the contractor shall be responsible for all the contractual obligations.
24. Time is the main essence of the work and in case of delay caused by contractor in completion of work within stipulated period penalty up to extent of 10% of the contract amount shall be imposed on the contractor on the discretion of Competent Authority of J & K Lakes and Water ways Development Authority Srinagar, in addition to the action taken against the defaulter as warranted under rules.
25. The department will be at liberty to engage other agencies at risk and cost of the contractor in case the progress is not proportionate to time. For this purpose the department shall be at liberty to accelerate the progress by augmenting men, machinery and supplies through other sources at risk and cost of the contractor and/or terminate the contract in part/full and get the work executed through other means at risk and cost of contractor.
26. If on the directions of this authority, the work is suspended for some time or all together abandoned no compensation shall be payable to the contractor other than payment for work done quantities as per allotted rates.
27. **Fundamental breach of contract will include:-**
  - Continuous stoppage of work for a period of 30days without authorization of Engineer-in-charge.
  - Contractor is declared bankrupt.
  - Any evidence of involvement of contractor in corrupt practices.
  - Contractor delays the completion of work unreasonably beyond stipulated time.
  - Pursuant to the process of termination of defaulted contract, this Authority reserves the right to invite fresh tender for the balance work at the risk and cost of defaulter contractor.



In such situation the work / balance work shall be taken up departmentally or through fresh tenders at the risk and cost of the allottee.

28. Nothing extra shall be paid to the contractor on account of dewatering, and diversion works involved during execution of work. The contractor should quote the rates of various items of work involved accordingly, keeping in view the above conditions and site conditions for disposal of surface or underground water.
29. Any damage caused to public/private property during execution is to be borne by the contractor and nothing on this account shall be paid by the Division/Authority.
30. During the progress of work, the contractor shall keep the site reasonably free from all un-necessary obstructions and shall store required constructional plant /material and dispose off surplus material as directed. He will keep the site clear from any wreckage, rubbish or temporary works which no longer are required.
31. Any damage to the road surface due to excessive trench cutting beyond proposed cutting edge has to be restored by the contractor at his own cost and noting extra shall be paid on this account..
32. Any item or items not covered/advertised in rate schedule but found necessary during execution of work shall be paid as per SSR of 2012 with allotted appreciation/depreciation worked out on aggregate allotted cost. Items which are not in the SSR 2012 shall be paid as per Analyzed rates based on LMR of the basic items.
33. The contractor shall have to execute the work as per designed/proposed levels & grades strictly as per the directions of the Engineer in charge. In case of any non-conformity in levels and grades if detected by the department, the contractor shall have to set right the said levels and grades at his own risk & cost without which said work shall not be accepted by the department.
34. The agency shall be held responsible and prosecuted if the excavated materials or any surplus materials at site of work shall be filled in Dal Lake or its Peripheral Area within 200 m from water fringe.
35. The defect liability period of the work listed at S.No.1 shall be as per special condition and for th work listed at S.No.2 & 3 shall be three calendar Months from the date of taking over of the work by the Department after physical Completion & any defects/damages caused to the work due to any reason shall be the responsibility of the contactor and the defects/damages if any during this period shall have to be made good by the contractor at his own risk and cost. The Earnest money with the department shall be released only after successful completion of defect liability period to the satisfaction of the Engineer In charge (Executive Engineer).
36. For executing the job as per specifications and within the stipulated period, the contractor shall have to necessarily arrange the machinery and tools like Excavator/Concrete Mixer/Vibrator/tippers/form work/ and other allied accessories required for execution of the work.
37. The contractor at his own risk and cost shall have to isolate the working area by constructing and maintaining false barricading for safety to ensure free and safe passage of one way vehicular traffic on the road near work site. The extreme edge of barricading shall be one meter away from the proposed cutting edge along the road. No material/equipment what so ever shall be allowed to be placed/dumped beyond the working space dully isolated as mentioned above. Nothing extra shall be paid to the contractor on account of this condition of site isolation for free and safe passage of traffic. The rates quoted by the contractor for various items of work shall be deemed to be inclusive of the cost on account of this site isolation/Barricading.
38. Any damage, theft, misuse or pilferage of the departmental material shall be the responsibility of the contractor and cost thereof shall be recovered from the contractor at double the stock issue rates in addition to the legal action that may be taken against the defaulter.
39. The contractor shall execute formal agreement for the work with the authority within seven days from the date of issuance of this allotment. Failure to execute such a formal deed shall not however, prevent the contract from being enforced and NIT, allotment shall be binding upon the contractor. Time taken in signing the agreement will not affect the time of taking up the job in hand. No payment shall, however, be made till the agreement is executed.



40. Departmental material for the required works shall be supplied departmentally at the below mentioned stock issue rates.

a/- Cement @ 455/-Bag. b/- Steel reinforcement of all sorts @ Rs.6015/Quintal  
c/- 200mm RCC pipes @ Rs.1826/pipe d/- Poly-Crete MH Covers @ Rs.2500/No.  
e/- CI Steps. Rs.165/No.

41. Any typographical error in the advertised rate list/Quantity schedule shall be corrected as per the original estimate/sanctioned schedule of rates 2012, even after receipt of tenders without any justification thereof.

42. All other terms and conditions shall be the same as laid down in the PWD form No; 25 (Agreement).

*Sd/-*

*Basharat Jeelani Kawoosa*

**Executive Engineer,**  
Lake Division 2<sup>nd</sup>

**No; LD-II/2743-73**

**Dated: 09.03.2017**

**Copy to the:-**

1. Vice Chairman, Lakes and Water ways Development Authority Miskeen Bagh Srinagar.
2. Superintending Engineer, Lakes and Water ways Development Authority Miskeen Bagh Srinagar.
3. The Secretary, Lakes and Water ways Development Authority Miskeen Bagh Srinagar .
4. Joint Director (P&S) Housing and Urban Development Department for uploading the NIT on departmental website, as per his letter No. HUD/Plan/53/2014-AF dated:1.1.2015.
5. Director Radio Kashmir through SABA Advertising agency (R) Abdullah Bridge Rajbagh Sgr. for broad casting the enclosed gist of the NIT on AIR once immediately.
6. Dy. Director Information Department Srinagar with the request that the gist of the NIT may kindly be got published in two leading local Newspapers (Particularly Greater Kashmir & Aftab) immediately in view of the instructions recently issued by the State Vigilance Commission to have the NITs published in leading newspapers for wide publicity.
- 7-8. Executive Engineers, Lake Division 1<sup>st</sup> /Mech. Division/I/C R & M Wing /Water shed Manager LWDA Sgr.
- 9-10. Asstt. Executive Engineer East /West Sub-Division Lake Division 2<sup>nd</sup>.LWDA Srinagar.
- 11-12. A.A.O/Head Draftsman/H.Asstt.
- 13-31. Contractors Co-ordination committee, LWDA Miskeen bagh Sgr/Kashmir Builders Association Miskeen bagh, Khanyar Sgr./United National Contractors Association near Estates Divn. Dalgate Srinagar/ Dal Development Contractors Union,Sgr. H/o Saida kadal B/o Miskeen bagh./River Lake view contractors Union Shalimar Ghat Sgr./Lakes & Waterways Contractors Association President Constructional Contractors Association Sheikh Bagh Sgr./J&K Constructional Contractors Association (Regd.) court road Sgr.//All J & K sultaniya Contractors Union Lal chowk Sgr./ Rural Contractors Association Srinagar Kashmir./The Constructional Contractors welfare Association (Regd.) Jamiat-e-Ahli Hadis Building Barbarshah Sgr./Star Contractors Union, Sheikh Bagh/Miskeen Bagh Srinagar/Self Help Groups Association Barbarshah/Kaksarai Lake View Constructional Contractors Association. 32. Notice Board.