



**Office of the Executive Engineer Lake Division No. 1
J&K Lakes and Waterways Development Authority Srinagar**

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Detailed Tender Notice No.LDI/02 of 06/2017(e)

For and on behalf of the Jammu & Kashmir Lakes & waterways Development Authority, sealed tenders affixed with Rs.05/- Revenue Stamps are invited from Registered PWD/CPWD/MES contractors and Self Help Engineering groups for the below mentioned works:-

Sr. No.	Name of the work	Estimated Cost (Rs.)	Earnest Money Rs.	Time of Comp.	Class of contract	Cost of tender document
1.	Removal of algal scum /floating biomass from water expanse along peripheral area of Dal lake from RD 0m to 1000m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
2.	----Do----- From RD 1000m to 1830m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
3.	----Do----- From RD 1830m to 2500m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
4.	----Do----- From RD 2500m to 3000m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
5.	----Do----- From RD 3000m to 3500m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
6.	----Do----- From RD 3500m to 4000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
7.	----Do----- From RD 4000m to 4500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
8.	----Do----- From RD 4500m to 5000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
9.	----Do----- From RD 5000m to 5500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
10.	----Do----- From RD 5500m to 6000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
11.	----Do----- From RD 6000m to 6500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
12.	----Do----- From RD 6500m to 7000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
13.	----Do----- From RD 7000m to 7500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
14.	----Do----- From RD 7500m to 8000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
15.	----Do----- From RD 8000m to 8500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
16.	----Do----- From RD 8500m to 9238m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
17.	----Do----- From RD 9275m to 10000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
18.	----Do----- From RD 10000m to 10500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
19.	----Do----- From RD 10500m to 11000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
20.	----Do----- From RD 11000m to 11500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
21.	----Do----- From RD 11500m to 12000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
22.	----Do----- From RD 12000m to 12500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
23.	----Do----- From RD 12500m to 13000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
24.	----Do----- From RD 13000m to 13500m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
25.	----Do----- From RD 13500m to 14000m	Rs.1.68,000/-	Rs.3360/-	60 Days	DEE	Rs.200/-
26.	----Do----- From RD 14000m to 14500m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
27.	----Do----- From RD 14500m to 15000m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
28.	----Do----- From RD 15000m to 15500m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
29.	----Do----- From RD 15500m to 16000m	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
30.	----Do----- in and outside of ablution pond.	Rs.1.68,000/-	Rs.1660/-	60 Days	SHG	Rs.200/-
31.	Lifting of weed extracted by Harvesters or manually along NFR from RD 11500m to 16000 meters.	Rs,3,15,000/-	Rs.6300/-	90 days	DEE	Rs.300/-

Note position of funds: (Position of funds demanded).

1/-Special Condition:

a/- Performance Security Deposit:-

The bidder/s will have to submit Additional Performance Security in the form of CDR/FDR/Bank Guarantee alongwith tenders in case their quoted amount is below to the advertized cost of works as under and such tenders if submitted without Additional Performance Security will not be entertained.



- i/- 1% to 15% Nil.
ii/- More than 15% to 25% 4% of advertized cost
ii/- More than 25% Full Difference amount between Advertized cost and quoted cost of work.
- b/- A Dee Class contractor/ agency shall be issued tender documents only upto his capacity of Rs.15.00.

2/- **General conditions:**

- 2.1 The tenderers shall in their own interest examine drawing specifications of the work and conditions of the contract. They are advised to inspect the site and satisfy themselves on their own as to the climatic and physical conditions prevailing at and around the site, the nature, extent and practicability of the works, all existing and required roads and other means of communication and access to the site, availability of housing and other facilities, the availability of different materials and their adequacy, labour and probable sites for labour camps, stores and Godowns etc. They shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may affect or influence their tender.
- 2.2 The tenderers shall not be entitled to any claim towards expenses incurred for/or incidental to the submission of tenderers.
- 2.3 The intending tenderers are required to quote their rates legibly in the prescribed column/space against each item of the rate list/quantity schedule of the tender document. The rates so quoted should be for the complete item in the unit as advertised in the rate list/quantity schedule. The tenderers may quote rate/rates in figures and/ or in the words. In case rates are both in figures and words and there is variation in the two, the rate quoted in the words will be considered for evaluation of tender. The tender should be written in ink and / or type written.
- 2.4 The tender must be written carefully after working out the rates to be quoted and must be without any correction s/mutilation. The tenders with correction/mutilation are liable for rejection. Correction slips appended with the tenders/found in the tender box requesting for raising/lowering the rate shall not be entertained.
- 2.5 In case of ambiguity in respect of clause 2.3 and 2.4 above, the decision of the tender accepting authority will be final.
- 2.6 The tenderers are at liberty to send their tender either in person (Dasti) or through registered post.
- 2.7 The tenders shall remain valid for a period of ninety days from the last date of receipt of tenders. The tenderers are therefore, advised to quote the rates accordingly. The rates quoted shall be inclusive of all expanses for entire completion of the work and shall among other things include all taxes, road toll, octroi, royalties, patent rights, quarry fees, terminal tax, sales/ service tax, income tax, water plant and equipments, incidental charges water supply, electricity etc.
- 2.8 Any tender which purposes any conditions other than those specified in the tender notice is liable for rejection.
- 2.9 The tender must be complete in all respects. Incomplete tenders are liable for rejection. The tenders found in complete in respect of rates if considered shall be loaded with highest tendered rat (HTR) for the purpose of evaluation.
- 2.10 The tenders shall be accompanied with the earnest money as specified in the NIT failing which the tenders will not be considered at all. The earnest money shall be in the shape of CDR/FDR drawn on any schedule/ nationalized bank pledged to the Executive Engineer Lake Division No. Ist, LWDA, Miskeen Bagh, Srinagar, cash or cheque shall not be accepted towards the earnest money. CDR lying with the Authority for previous unsuccessful and/ or completed/ finalized up work (s) shall not be entertained.
- 2.11 The earnest money of unsuccessful tenderer shall be released on application by him after the work is allotted to the successful tenderer or after the expiry of validity period of his tender whichever is earlier.
- 2.12 The Authority will not be responsible for any depreciation in the value of securities nor for loss of interest thereon.
- 2.13 The tender accepting authority reserves the right to accept or reject any tender (in full and/ or in part) without assigning any reason or tendering any explanation. He shall have no binding to accept the lowest tender or to give reason to do so.
- 2.14 The tenders will normally be opened on the same date as specified in the NIT in presence of the tenderers or their representatives who may choose to be present. However, the tender accepting authority reserves the right to open the tenders at a later date at his convenience without assigning any reason thereof.



- 2.15 The contract may be offered to the lowest tenderer on his quoted rates. In such case a communication will be sent to the tenderer by the tender accepting authority. In case the lowest tenderer is registered contractor of class AAY, this communication will be in the form of acceptance of the tender/ letter of intent. If however the lowest tenderer is holder of registration card of class other than AAY, the communication will call upon the tenderer to present himself either in person or through his authorized representative along with the registration card within a specified time limit for processing the allotment of contract. If the tenderer fail to show up/fail to produce his registration card within the specified time limit given in the communication the offer will be deemed to have been withdrawn. In such case the earnest money of the lowest tenderer is liable for forfeiture.
The offer will also be withdrawn in case the lowest tenderer is not found eligible upon verification of his registration card, for allotment of contract on reasons of capacity i.e. the limit fixed for different classes of contractor in the matter of contracts at give time and/ or for other reason (non renewal of registration card, backing out from some other contracts)
- 2.16 As soon as the acceptance of the tender is communicated to the successful tenderer, the contract shall be deemed to be completed and binding upon him. A formal deed/agreement incorporating the terms and conditions of the contract shall be executed y the successful tenderer/ contractor immediately. Failure on the part of the successful tenderer/contractor to do so shall not prevent the Authority from enforcing the contact against him (contractor).
- 2.17 The contractor shall commence the work within one week after the issuance of letter of acceptance of tender/allotment order/letter of intent. In case of any delay caused by the contractor for commencement of the work, the contract may be cancelled and work got done through other agency/agencies at the risk and cost of the contractor.
- 2.18 All the works are to be executed in strict accordance with the specification and instruction of the concerned supervisory staff.
- 2.19 The contractor or his authorized agent shall have to remain at the site of work to receive instructions from the officer incharge of the work and maintaining discipline at the site for work so as not to trespass upon the Government or private property (s).
- 2.20 The contractor shall be required to have sufficient technically qualified and experienced personal viz. Engineers, Overseers, Technical supervisory staff etc. depending upon the nature and magnitude of work so that no difficulty is faced by him in understanding the proposals, drawings and specifications etc. and in executing the works as per these drawings and specifications etc.
- 2.21 The work/works are to be completed within the specified time limit failing which a penalty upto 10 % of the contract value at the discretion of the competent authority shall be imposed to the contractor.
- 2.22 On contractors representations based on valid reasons and grounds as detailed below:
- i. Force majeure, or
 - ii. Abnormally bad weather or
 - iii. Serious loss or damage by fire or
 - iv. Civil commotion, strike or lockout other than among the labour engaged by the contractor, affecting any of the trades employed on the work.
 - v. Non-availability of stores/materials, which are responsibility of the Authority to supply.
 - vi. Any other cause which (in the absolute discretion of the accepting authority) is beyond the contractor's control.
 - vii. War, weather declared or not.
- extension in completion of time may be granted for some reasonable period by the competent Authority.
- 2.23 The contractor shall on the written order of the Engineer Incharge or his representatives suspend the progress of work/works or any part thereof for such time or times and in such manner as the Engineer incharge may consider necessary and the contractor shall during such suspension properly protect and secure the work executed so far.
- 2.24 if the suspension in clause 2.23 above is ordered for no fault of contractor, he shall be entitled to reasonable extension in time limit but no compensation of any kind whatsoever shall be claimed/ allowed.
- 2.25. 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) and other structures (if any) which may come in the way of the work. However, suitable extension of time can be granted to cover such delays.
- 2.26. Debitable agency at the risk and cost of the contractor shall be engaged in case progress of work is not to the satisfaction of the Authority or work is not executed as per the proper specifications and / or at the required pace.



- 2.27. Depending upon the actual conditions/requirements at the site the Authority shall have right to revise and / or amend the proposals, which may result in addition, omission of certain items of the work and increase/decrease in quantities of the items of the original estimate.
- 2.28. The item or work as per the revised estimates ordered to be executed as per clause 2.27 above shall be paid on agreement rates.
- 2.29. In case the rates of any item/items ordered to be executed as per clause 2.27 above are not covered under the agreement, the same shall be paid at the rates approved by the competent authority and or sanctioned by it but contractor must obtain approval for such items/rates well in advance before starting the execution of such items of the work.
For items of work analogous to agreement items of similar character and of equivalent values same rates shall be paid as of such items.
For items of the work analogous to agreement items of similar character but differing in particulars, the rates shall be modified suitably/derived on direct prorate basis.
- 2.30. The contractor will be bound to execute the work in excess of the initial agreement amount upto 25% if necessitated for completion of the work due to the ordering of additional item/items of the work as per clause 2.27 above. However, this limit may be raised if both the parties i.e. the Authority and the contractor have a mutual agreement to his effect and the contractor has no claim for increase in the unit rate a per result of such increase in quantum of the work.
- 2.31. The work has to be executed as per the approved drawings and relevant specifications.
- 2.32. It shall be the responsibility of the contractor to provide at site at his own cost all the plants, tools, and appliances, implements, ladders, scaffolding and machinery like mixers, vibrators etc. and engineering stores that may be required for the proper and smooth execution of the work.
- 2.33. The contractor shall prepare at his cost and expanses all temporary approaches to the site of the work and sheds etc. for use of his staff, laboure, departmental material and carriage and storage of materials etc. which should however, have previous approval of the Engineer incharge in writing.
- 2.34. The contractor shall be required to get the building material approved by the Engineer Incharge before utilizing the same in works. Engineer Incharge may order laboratory testing of the materials, in which case the contractor shall be bound to bear the cost of such tests, as often as required by the Authority.
This shall not however apply in case of the materials (if any) supplied by the Authority.
- 2.35. The Engineer Incharge shall have full powers for getting removed any or all the materials brought to the site by the contractor which are not as per the specification or do not conform in character or quality to the samples approved by him.
- 2.36. The Incharge Engineer shall have full powers to arrange other proper materials to the substituted for rejected materials and in the event of the contractor refusing to comply he may cause the same to be supplied by other agencies at the costs, expanses and risk of the contractor.
- 2.37. If the contractor is an individual or a proprietary concern and the individual or the proprietors and if the contractor is a partnership concern and one of the partners dies then unless the accepting Authority is satisfied that the legal representatives of the individual contractor or the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the accepting authority shall be entitled to conceal the contract as to its uncompleted part without authority being in any way liable to payment of any compensation to the Estate of the deceased contractors and or to the surviving partners of the contractors firm on account of the cancellation of the contract.
The decision of the accepting authority that the legal representative of the deceased contractor or the surviving partners of the contractors firm cannot carryout and completer the contract shall be final and binding on the parties.
- 2.38. (i): The contractor shall be responsible for the watch and ward of the work during its progress till the same is completed and handed over to the Authority. The damages caused if any during the progress of the work shall have to be set right by the contractor.
- 2.39. (ii) The Authority will not be responsible for any damage destruction caused to the work or any material or the work during its execution by floods/torrents or/ and force majure/fire civil composition terrorist acts strikes/lightening/ earth quake/cloud burst/ or any other natural calamities.
- 2.40. Labour Regulations:**
- i. The contractor is required to abide by the labour laws in force in respect of labour engaged by him.



- ii. Besides, the contractor shall comply with the provision of state payment of wages Act, Employees, Industrial Dispute Act and Maternity Benefit Act, Minimum Wages Act or any modification thereof and/or any other law relating there to and rules made there under from time to time.
 - iii. Compensation will have to be paid by the contractor in case of any accidental death/disability of any labour engaged on the work during its execution as per labour Board Rules sanctioned by the Government.
 - iv. The contractor shall identify Authority against any payments to be made under and for the observance of the regulations aforesaid.
 - v. Normally the contractor will be required to engage the local labour only but in special circumstances where it is considered to be in the interest of the works, labour from outside state may be imported or deployed with the approval of the Authority.
 - vi. The contractor is responsible to made reasonable and timely payments to all the labours engaged by him. Should the Engineer Incharge recive complaint of the labour for payment being with held or delayed he will made suitable enquiries in case he has reasons to believe that the complaints are genuine and justified he will pay labour himself and deduct the amount thus paid from the dues of the contractor.
 - vii. The contractor will be responsible for the behaviour of the labour engaged by him weather skilled or unskilled. In case of any sort of misbehavior of the labour towards the officers of the Authority or their subordinates, the Engineer Incharge will have the right to order stopping of the work of and removal of the concerned labourer from the site of work.
- 2.41. The Authority is not bound to issue or/ and recommend road permit or/ and extension thereof for the carriers owned/hired by the contractor for carriage of materials.
- 2.42. Nothing in the contract authorities the contractor or his employee tress-pass upon or to injure or damage any property belonging to Sate or private individual parties and the contractor shall at all times safe guard the Government property.
- 2.43. The contractor is required to abide by all rules/regulations of the Forest/Games/Revenue/Fisheries/Municipalities and other departments. For any violation he will be liable to be prosecuted under the laws in force of the particular department.
- 2.44. All fossil, coins, articles of antique or structure and other things of geological or archaeological or any other interest, discovered on the site shall be absolute property of the Government. The contractor shall be responsible for their safe custody against the loss and damage till these are removed from the site by the Authority/Government.
- 2.45. Measurement and payments:**
- i. The contractor's authorized representative shall remain in constant liaison with the Authority's field Engineer and get the measurement etc, recorded on the field site note book/measurement book. The measurements taken jointly shall be signed and dated by both the parties.
 - ii. Should the contractor commence execution of any item of work which shall prevent the checking and measurement of any work already done, measurements and check certificate of which are not previously recorded in time, the Authority shall have the right to reject and / or disallow the work upto full extent at the total responsibility of the contractor.
 - iii. The Authority is not bound to prepare the contractor's bills/ claims and may ask the contractor to submit the claims/bills prepared by his own technical personnel for verification and check.
- 2.46. The Authority shall supply following materials at the rates specified in the Bill of Quantity/ Rate List. While Cement will be issued against cash payment, recovery for other materials will be effected from the bill of the contractor.
- i. Cement.
 - ii. Steel reinforcement.
 - iii. G.I.Sheets
 - iv. Bitumen.
 - v. RCC/CI Pipes.
 - vi. Manhole cover and steps.
- 2.47. All taxes viz income tax, service/sales tax etc. required to be deducted at source shall be deducted as per standing instruction and laws in force.
- 2.48. Interim payments:**
- i. Interim payments shall be made to the contractor upto a maximum number of two per month.



- ii. On account payments for amount admissible shall be made on the Engineer Incharge certifying the sum to which the contractor is considered entitled by way of item payments for all work executed after deducting there from the amounts already paid, the security deposit/retention money and such other amounts as may be deductible or recoverable in terms of the contract. All payments under this clause shall be treated as advance payments and can be modified and adjusted subsequently if found not correct.
 - iii. The Authority is not bound to pay the contractor more than $\frac{3}{4}$ value estimated by it, of the work-done and the material supplied by the contractor.
 - iv. 10% of the payable amount as admissible in running account bills will be kept back as normal security deposit. The same will be released after the final bill of the work is passed and paid for. This will be in addition to the earnest money deposit and any other performance security deposit/ to be retained for other reasons and may be retained upto expiry of D.L.P.
 - v. No advance payment shall be made to the contractor (unless otherwise specified in special conditions).
 - vi. Secured advance for the materials supplied by the contractor may be made at the discretion of the Incharge Engineer as per rules.
- 2.48.1.1. The agreement rates I.e rates on which the contract is initially awarded as also rates approved subsequently by the competent Authority as per clause 2.29 will be final and not subject to any increase on account of escalation. The contractor will not be paid any thing extra/ any compensation as a result of any escalation in the cost of materials and / or labour that may occur during the course of execution of work/ duration of contract.

2.49. Defect Liability Period.

- i. If after physical completion of the work in all respects any defect or imperfection in the work done by the contractor becomes apparent on account of bad workmanship, or use of sub-standard materials/inadequate materials than those specified in the prescribed specification or any other account within the period of six months the contractor shall make the same good at his own expenses or in default the Engineer Incharge may order the same to be made good through other agencies and deduct the expanses from the original contractor. The certificate of the Engineer Incharge to this effect shall be final.
- ii. The performance security deposit including bid security deposit of the contractor shall not ordinarily be refunded before the expiry of the DLP of six months after physical completion of the work but under special circumstances, any part of this deposit may be released by Engineer Incharge which shall be purely at his discretion and responsibility.

2.50. Disputes:

All disputes between the parties arising in the contract including interpretation of the terms of the agreement shall be referred (after written notice by either party of the contract) to the sole arbitrator whose decision on such matters will be final and binding upon the parties.

Normally the Vice Chairman < J&K LWDA shall act as arbitrator, but any other in service or retired Engineer of PWD who is, or has remained at a position of Chief Engineer can also, on mutual agreement of both the parties, be nominated as arbitrator.

2.51. Nuisance:

The contractor shall not, any time cause or permit any nuisance on the site or do any thing, which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the site and to the public in general.

2.52. Subletting:

The contractor shall not sub-let the work in part or in full without the authority of the Engineer Incharge in writing.

Subletting of work or part thereof shall be considered as breach of contract and the contract allotting authority shall have the right to get the work executed through some other agency at the cost of the contractor who will be bound to pay such amount and also penalties as may be imposed by allotting authority for the breach of contract.

2.53. Setting out works:

- i. The contractor shall be responsible for the true and proper setting out of the works, correctness of the position, level, dimension and alignment of all parts of the work. He shall be responsible for proper maintenance of all reference pillars, bench marks, stakes and other evidences existing in the field required in correction with the setting out of works at his own cost till physical completion of all the items of the work or prior to that if agreed to by the Engineer Incharge.



- ii. All bench marks, reference pillars etc. established by the contractor shall be subject to check and approval of Engineer Incharge or his authorized representative at all times. Any variations noticed in the work as a result of improper establishment of maintenance of these shall be on the risk and expense of the contractor.

2.55. PENALTY:

The contractor will be liable to penalty for any delay in the start and /or completion of work or for any breach of any conditions of the contract. The penalty will be in the form of any one and / or combination of the following:

- i. Cancellation of contract.
- ii. Engagement of agency for execution of work as detailed vide clause 2.26 in the foregoing.
- iii. Execution of work through any other agency at the risk and cost of the contractor.
- iv. Imposition of penalty to the extent of 10% of the contract/work done amount at the discretion of the Vice Chairman LWDA.
- v. Forfeiture of security deposit/earnest money.
- vi. Debarring the contractor for baking out of the contractual obligations prescribed under rules.

2.56. FINAL CLEANING OF SITE:

- i. On completion of work, the contractor shall clear away and remove rubbish from the site, all constructions plants, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer Incharge failing which the same will be got done through some other agency at the risk and cost of the contractor.
- ii. The contractor shall provide and maintain at his own expenses all lights, guards, fencing and watch and ward when and where necessary or required by the Engineer Incharge for the protection of the work or for the safety and convenience of the public in general.
- iii. The contractor shall have to construct and maintain all the temporary drains/diversions required for the work.
- iv. All operations necessary for the execution and completion of the work/including temporary works shall be carried out in such a way so as not cause any inconvenient or interference with the right of the general public to use the public roads and or footpaths and or drains.

2.57. INSTRUCTIONS AND NOTICES:

- i. Subject as otherwise provided in this contract, **all** notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer Incharge or any officer for the time being entrusted with the functions/duties and powers of the Engineer Incharge.
- ii. All instructions/notices and communications etc. under the contract shall be given in writing and if sent by registered post to the address written on the document/last known place or a board or a business of the contractor shall be deemed to have been served on the date when under ordinary course of post these would have been delivered to him.

3/- General Terms and conditions :-

- 3.1/- The tenders should be accompanied with CDR/Additional Performance Security in the prescribed form for the amount indicated in against each work/required as per special conditions, drawn on any schedule bank and pledged to the tender **receiving authority**. The tenders without CDR will be rejected outright.
- 3.2/- The tenders should be addressed to the Executive Engineer, Lake Division No.1st,J&K LWDA, Miskeen Bagh, Khanyar Srinagar, and the tenders can be submitted by hand or sent through registered post **on or before 17-07-2017 up to 2.P.M, in his office**. In case the last date for receipt of the tenders is declared a holiday/*Hartal*, the tenders will be received on next working day upto 2.P.M. The tenders shall be opened on the same day or a later date convenient to the tender opening authority, in presence of the tenderers or their representatives who may choose to be present.
- 3.3/- The tenders sent through registered post which shall reach late (i.e after schedule date and time) shall not be entertained at all and the Authority will not be responsible for any postal delay, loss of tender during postal transit.
- 3.4/- The tender documents for the above noted work can be had from the office of the undersigned on production of valid enlistment cards in original/EMD, Tin No. Sales Tax Clearance Certificate and application against cash payment as shown against each work in the Annexure "A" to this NIT (non refundable/non-transferable), **on all working days up to : 14-07-2017 upto 3.P.M.**
- 3.5/- The tender opening authority reserves the right to accept or reject any or all the tender without assigning any reason thereof.



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- 3.6/- The rates quoted by the contractor against each item of the rate list should be dully covered with the transparent tape, failing which the tender shall be rejected. Also the rates quoted in Lump Sum or consolidated as complete job for all the items shall not be considered and tender shall be rejected out-rightly.
- 3.7/- The tender should be sent in sealed envelopes which should clearly indicate the following:-
 - a. Reference to NIT. b. Name of the work. c. Advertised cost of the work. Serial No. of the work as per NIT.
- 3.8/- Time is the main essence of the work and if the contractor fails to start the work within the stipulated time as laid down in the allotment, the necessary action against him will be taken and the contractor shall blacklisted immediately under rules.
- 4.9/- Any typographical error in terms of items/quantities of the work shall be corrected as per the detailed estimate.
- 4.10/- Conditional tender of any type or tender violative of NIT conditions shall out-rightly be rejected, even if the rates quoted are lowest.
- 4.11/- Only bidders will be eligible for tendering who will purchase tender documents.
- 4.12/- Photographs of the Pre-execution and post execution of site shall be incorporated with the bill duly signed by contractor/AEE; nothing extra shall be paid to the agency on account of the same.
- 4.13/- All other terms and conditions shall remain same as are envisaged in the PWD Agreement Form No.25 double leaf.

No: LDI/
Dated:

Executive Engineer,
Lake Division NO;1st
LDA Srinagar.

Copy to the:

- 1/- The Vice Chairman, J&K Lakes and Waterways Development Authority, Srinagar.
- 2/- The Superintending Engineer J&K Lakes and Waterways Development Authority Sgr.
- 2/- The Superintending Engineer J&K Lakes and Waterways Development Authority Sgr.
- 4/- The Secretary, J&K LWDA Srinagar for information.
- 5/- Joint Director P & S H&UD for uploading NIT on Departmental web site as per HUD/Plan/53/2014-AF dated: 01.01.2015.
- 6/- The Deputy Director Information Department, Srinagar with the request to have the NIT notice published in the two leading local dailies (Urdu/ English) on top priority preferably in Greater Kashmir, Aftab, Sgr. Times or Kashmir Images before the last date fixed for issuance of tender documents
- 7/- Director AIR Srinagar through SABA advertising Agency Abdullah Bridge Srinagar for broadcasting the NIT on AIR once during prime time broadcasts.
- 8-9/- The Executive Engineer, lake Division No. II nd, Mechanical Division, LWDA for inf.
- 10/- The Incharge R&M J&K LWDA for inf.
- 11/- The Watershed Manager Watershed Management Division J&K LWDA for inf.
- 12-13/-The Asstt. Executive Engineer, Inlake/ Rehabilitation Sub-Division for information.
- 14-15/-The Asstt. Accounts Officer/ Head Draftsman Divisional Office for information.
- 16-28/- Contractor Association.....
- 29/- Office Notice Board.