

**GOVERNMENT OF JAMMU & KASHMIR**  
**TOURISM DEVELOPMENT AUTHORITY, SONAMARG**

Tel/Fax - (0194-2416100 Ganderbal) Email:-sdaofficial@yahoo.com

**TENDER NOTICE**

e- NIT No. **10** of 2019

DATED: **29-05.2019**

For and on behalf of the Governor, J&K State, tenders are invited by Executive Engineer, Sonamarg Development Authority by e-tendering mode on item rate basis from approved and eligible Contractors registered with J&K State Govt., CPWD, Railways and other State/Central Governments for the following works:-

S.No	Name of Work	Adv. Cost	Cost of T/Doc	Earnest Money In Rs.	Date of Completion	Class of Contract	Major Head of Account
1	2	3	4	5	6	8	9
01	Construction of Chain-Link Fencing around the Dumping Site at Sarbal Sonamarg.	3.85	200/-	7700/-	20 Days	DEE	CAPEX BUDGET 2019-20 MEJOR HEAD 5452 TSM PLAN

**Position of AAA/TS: Submitted**

**Position of Funds: Demanded**

1.The Bidding documents 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 [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of dates given below:-

1	Date of Issue of Tender Notice	<b>29 -05-2019</b>
2	Period of downloading of bidding documents	From <b>29-05-2019 5.00 P.M</b> to <b>10 -06-2019 04 .00 P.M</b>
3	Bid submission Start Date	<b>From 29 -05-2019 5.30 P.M</b>
4	Bid Submission End Date	<b>10 -06-2019 Up to 4.00 P.M</b>
6	Date & time of opening of Bids (Online)	<b>11-06-2019 at 11.00 A.M</b> in the Office of Executive Engineer SDA, Mini Secretariat, Ganderbal

2. Bids must be accompanied with cost of Tender document in shape of demand draft (non refundable) in favour of Executive Engineer SDA (**Tender Inviting Authority**) and Earnest money / Bid security in shape of CDR / FDR pledged to, Executive Engineer SDA (**Tender Receiving Authority**).

3. 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 in the office of Executive Engineer, SDA.

4. The bids for the work shall remain **valid for a period of 120 days from the date of opening of Bids**

5. The earnest money shall be forfeited, If:-

a. *Any bidder/ tenderer withdraw his bid/ tender during the period of bid validity or make any modifications in the terms and conditions of the bid.*

b. *Failure of Successful bidder to furnish the required performance security within the specified time limit.*

c. *Failure of Successful bidder to execute the agreement within 28 days after fixation of contract.*

#### **6. Instruction to bidders regarding e-tendering process.**

6.1. 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) 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 Vendor.

6.3. The bidders have to submit their bids online in electronic format with digital Signature. No 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 the bid. Besides, original / photocopies of documents related to the bid be submitted physically / by registered post / through courier before the date 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 favor of Executive Engineer Sonamarg Development Authority and Earnest Money / Bid Security in shape of CDR/FDR if applicable pledged to Executive Engineer Sonamarg Development 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 to 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 and 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 up to** completion of the work, unless otherwise specified. Deduction 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 e-Tendering portal to store such documents as are required.

#### **12. Instructions to Bidder (ITB)**

12.1. 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 GST No. & PAN No.**

12.2. The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid

12.3. Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.

12.4. All documents relating to the bid shall be in the English Language.

**13. 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 rate shall be allowed for such item / items in the allotment of contract.

#### **14. General Conditions of Contract:-**

14.1. 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.

14.2. **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.

14.3. **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.

14.4. **Advance Payments:-**No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.

14.5. **Retention Money:-**10% shall be deducted from each running bill of the successful contractor which shall be released after virtual completion of work in all respects.

14.6. **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

14.7. **Amendment of bidding document:-**Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.

14.8. **The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.**

14.9. **Unbalanced Bid:-**In case bid of the lowest bidder is found unbalanced below than advertised cost, the bidder shall have to produce additional **performance** as under:-

Up to and including 15% below	NIL.
II) 15% and including 20% below	5%
III) 20% and including 25% below	10%
IV) 25% and including 30% below	15%
V) 30% below	20%

III) The allotting authority can reject the tender covered under condition of I & V if the overall/reasonability of individual items are not found reasonable and satisfactory as per the analysis to be sort if desired.

**Security** in shape of CDR/FDR/Bank Guarantee within (21) days after opening of price bids as per following break-up:-

14.10. **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.

14.11. **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.

14.12. **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.

14.13. **Defect Liability period:-** The DLP shall be Calculated from date of certified completion of work and period shall be 18 months.

14.14. **Safety:-**The contractor shall be responsible for safety of all activities at site of work.

14.15. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.

14.16. **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.

14.17. **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract/non satisfaction of work.

14.18. **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 defaulting 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.

14.19. **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.

14.20. **Specification/Quality Control:-**All items of works shall conform to specifications as per IRC/ MORTH/ NBO/ CPWD/ SSR/ Any other prescribed specifications.

14.21. **Insurance:-** Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.

14.22. **Laws Governing the Contract:-**The contract shall be governed by Laws of the land.

14.23. **Court's Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State.

14.24. **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 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.*

c. *Abnormal /bad weather or Serious loss or 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.*

d. *On contractor's 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 also admissible in the event of temporary suspension of work.*

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

**16.** *In case of the date of receipt of tenders is declared as holiday or the office is closed due to disturbances or any other reason, the tenders will be received on next working day.*

**17. All other terms conditions are as per PWD Form 25 (Double agreement Form)**

**18. Rebate/free of cost** tender shall be not entertained, the tender shall be out rightly rejected by the tender opening authority.

**19.** The CDRs in respect of un-successful bidders shall be released only after depositing of demand draft in original (as cost of tender document) in the office Executive Engineer SDA.

**Sd/-**

Executive Engineer  
Sonamarg Development Authority

NIT No: - EE/SDA/ 2019/**239-44**.

Dated: - **29** .05.2019.

Copy to the: -

1. Chief Executive Officer Sonamarg Development Authority for favour of information
2. Joint Director, J&K information with the request that the e-NIT be published in two leading Dailies of this State.
3. AEE, SDA for information.
4. Accounts Officer SDA for information
5. Notice Board.

